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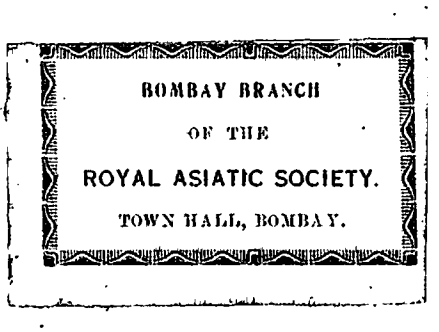

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CONSIDERATIONS

ON

INDIA AFFAIRS.

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E R R A T A.

PAGE 12, Line 38, *for* mpartial *read* impartial. Page 20, l. 9, *for* ancint, *r.* ancient. Ibid. l. 37, *for* ſpontaneonſly, *r.* ſpontaneouſly. Page 25, l. 26, *for* Suhahdár, *r.* Subahdár. Page 29, l. 22, *for* Illahahâd, *r.* Illahabâd. Page 38, l. 11, note, *for* In, *r.* in. Page 51, l. 9, *for* Guezrát, *r.* Guzerát. Page 56, l. 3, *for* furnſhed, *r.* furniſhed. Ibid. l. 30, at the beginning, *add* of. Page 102, l. 29, *for* conſinement, *r.* confinement. Page 112, laſt line, note, *for* awriter, *r.* a writer. Page 129, l. 12, *for* aſter, *r.* after. Page 132, l. 4, *for* voluutary, *r.* voluntary. Page 137, l. 12, *for* ſorts, *r.* forts. Page 163, l. 7, *for* frequeutly, *r.* frequently. Ibid, laſt line, note, *for* inhabitnts, *r.* inhabitants. Page 178, l. 12, *for* therefore, *r.* therefore. Page 190, l. 23, *for* repetions, *r.* repetitions. Page 194, l. 17, *for* natures, *r.* nature. Page 202, l. 5, note, *for* wrier, *r.* writer. Ibid. l. 11, ibid. *for* thep, *r.* they. Page 203, ibid. *for* individuls, *r.* individuals. Page 204, line 4, *for* auſpices Lord Clive, *r.* auſpices of Lord Clive.——APPENDIX. Page 4, l. 19, *for* privlleges, *r.* privileges. Page 5, l. 1, *for* Companny's, *r.* Company's. Page 6, l. 19, *for* Caclutta, *r.* Calcutta. Page 15, line laſt but one, *for* leived, *r.* levied. Page 20, l. 5, *for* Gvernor, *r.* Governor. Page 23, l. 10, *for* extraordiuary, *r.* extraordinary. Page 42, line the third from bottom, *for* boen, *r.* been. Page 48, l. 5, *for* hunble, *r.* humble. Page 56, l. 15, *for* aply, *r.* apply. Page 58, l. 5, *for* bounds, *r.* bonds. Page 104, l. 1, *for* poin, *r.* point. Page 107, l. tenth from bottom, *for* hlm, *r.* him. Page 121, l. eleventh from ditto, *for* foreoging, *r.* foregoing. Page 125, l. ſixteenth from ditto, *for* bim, *r.* him. Page 126, l. fifth from ditto, *for* uuto, *r.* unto. Page 131, l. 4, *for* himſelf, *r.* himſelf. Ibid. l. 29, *for* ſain, *r.* ſaid. Page 134, l. 13, *for* cf, *r.* of. Page 141, l. 30, *for* appears, *r.* appear. Page 144, l. 16, *for* ſome, *r.* ſome. Page 145, l. 1, *for* reveuues, *r.* revenues. Page 149, l. 34, *for* Vaſinttart, *r.* Vanſittart. Page 152, l. 18, *for* Aſburner, *r.* Aſhburner. Ibid. l. 34, *for* ſhall, *r.* ſhall. Page 153, l. 15, *for* makng, *r.* making. Page 154, l. 11, *for* lawſul, *r.* lawful. Page 157, l. 21, *for* abitrators, *r.* arbitrators.——PREFACE. Page 9, l. 13, *for* oſ, *r.* to. Page 13, l. 3, *for* misfortunes, *r.* misfortunes.

CONSIDERATIONS

ON

INDIA AFFAIRS;

PARTICULARLY RESPECTING THE

PRESENT STATE

OF

45838

BENGAL

AND ITS

DEPENDENCIES.

TO WHICH IS PREFIXED,

A MAP OF THOSE COUNTRIES,

CHIEFLY FROM ACTUAL SURVEYS.

THE SECOND EDITION,

WITH ADDITIONS.

BY WILLIAM BOLTS, MERCHANT,

ND ALDERMAN, OR JUDGE OF THE HON. THE MAYOR's COURT OF CALCUTTA.

LONDON:

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PREFACE.

IT is time the attention of the Legiſlature of this kingdom ſhould be awakened to the concerns of Britiſh ſubjects in the Eaſt Indies, which, notwithſtanding all that has been ſaid or written concerning India affairs, ſeem to have lain neglected, as if thoſe diſtant individuals were not members of the ſame body-politic, or did not deſerve the care of the mother-country, while this government as yet receives every advantage it chooſes from them as ſubjects.

All the inquiries which have hitherto been made, either by Government or the Eaſt India Proprietors, have ſtopped ſhort at ſome temporary expedient. No permanent ſyſtem has been yet adopted for the ſecurity of thoſe dominions; and the knowledge which the members of the Legiſlature have had the opportunities of obtaining, upon thoſe inquiries, has been in general very inſufficient for forming a right judgment of the internal danger to which thoſe poſſeſſions are expoſed, or of the remedies neceſſary for removing the evils felt, or to prevent ſuch as may be dreaded; but if due care be not ſpeedily taken, the nation will not only be ſoon deprived of the reſources at preſent furniſhed, but the poſſeſſion of the very Aſiatic territories themſelves muſt be endangered.

Unequal as the Writer deems himſelf to this taſk in other reſpects, yet as far as his own local experience could furniſh facts, or his induſtry materials which might contribute towards a right knowlege, he has been induced to undertake

this inadequate performance, which he now lays with all deference and humility before the reſpectable tribunal of the Public. The importance of the objects will plead his excuſe for the attempt; and if the facts herein related with all the ſimplicity of truth ſhould, before it be too late, awaken the attention of Government to thoſe weighty concerns, or be happy inſtruments for relieving at preſent, or protecting in future one Britiſh ſubject in thoſe diſtant dominions from miſery and oppreſſion, the Writer will think himſelf amply rewarded for his trouble.

In ſpeaking of Britiſh ſubjects, we would be underſtood to mean his Majeſty's newly-acquired Aſiatic ſubjects, as well as the Britiſh emigrants reſiding and eſtabliſhed in India. Whatever odium ſome among the latter may have incurred, they are not all *Nábob-makers*; they are not all *revolutioniſts*. And notwithſtanding the prevailing notions of the eaſe with which immenſe fortunes are acquired in thoſe parts, from the examples that have been lately exhibited, there are at this time in Bengal many poor and induſtrious Britons deprived even of the means of getting an honeſt livelihood by their beſt endeavours, who are deſerving of a more maternal care from their native country.

Let not his Majeſty's ſubjects in Aſia ſay they have been ſold to the leaders and chiefs of an incorporated trading body of their own fellow-ſubjects, for the ſum of four hundred thouſand pounds ſterling *per annum!* Much more valuable and permanent advantages may be derived from thence with equity and eaſe, as well as with dignity to Government; while the proſperity of thoſe Aſiatic dominions might be ſecured in the happineſs of the inhabitants, and the commercial, and therefore only true intereſts of the miſinformed proprietors of Eaſt India ſtock be rendered proſperous and ſecure.

From a ſociety of mere traders, confined by charter to the em-

employment of ſix ſhips and ſix pinnaces yearly, the Company are become ſovereigns of extenſive, rich and populous kingdoms; with a ſtanding army of above ſixty thouſand men at their command. In this new ſituation of the ſociety, ſo widely different from its original inſtitution, their true commercial intereſts appear almoſt entirely miſunderſtood or neglected; and it may be ſafely ſaid, there is ſcarcely any public ſpirit apparent among their leaders, either in England or India. The loaves and fiſhes are the grand, almoſt the ſole object. The queſtions, How many *lacks* ſhall I put in my pocket? or, How many ſons, nephews, or dependents ſhall I provide for, at the expence of the miſerable inhabitants of the ſubjected dominions? are thoſe which of late have been the foremoſt to be propounded by the Chiefs of the Company on both ſides the ocean. Hence the dominions in Aſia, like the diſtant Roman provinces during the decline of that empire, have been abandoned, as lawful prey, to every ſpecies of peculators; inſomuch that many of the ſervants of the Company, after exhibiting ſuch ſcenes of barbarity as can ſcarcely be paralleled in the hiſtory of any country, have returned to England loaded with wealth; where, intrenching themſelves in borough or Eaſt-India-ſtock influence, they have ſet juſtice at defiance, either in the cauſe of their country or of oppreſſed innocence.

The affairs of the Eaſt India Company are therefore now become an object of the utmoſt importance to this nation, which it is to be feared may be involved in great difficulties whenever the Indian dominions are loſt; or, what is the ſame thing, whenever they are ſo impoveriſhed and ruined as to render the poſſeſſion of them unprofitable. BENGAL and the dominions dependent thereon are entirely commercial countries, which can only flouriſh while trade is proſperous, the principles of which are invariably the ſame in all climates. But when the affairs of Bengal and its dependencies get into a ruinous

ruinous courſe, the affairs of the Company, which ſo greatly depend on thoſe provinces, muſt of neceſſity do the ſame. And nothing can be more certain than that thoſe countries will not proſper while the Company continue there the Merchant-ſovereign and the Sovereign-merchant, even were it poſſible, without altering their preſent conſtitution, to free their affairs from the numberleſs inconveniencies ariſing from the diſtance between the ſeat of government and the ſubjected provinces; the miſinformation or ignorance among Proprietors and Directors, the conſtantly fluctuating ſtate of parties, the conſequent abſurd and contradictory orders which are continually ſent out to India, and likewiſe from the want of due power in the Company for controlling their ſervants abroad: which power it is conceived can never be given to them, becauſe it would be erecting *imperium in imperio.*

Monopolies of all kinds are in their natures unavoidably pernicious; but an abſolute government of monopoliſts, ſuch as at preſent that of Bengal in fact is, muſt of all be the moſt dreadful.

The ſoil, revenues, juſtice and interior government of thoſe countries are entirely in the hands of the Engliſh Eaſt India Company; the prince, whom they call the GRAND MOGUL, being the mere inſtrument of their power, ſet up by them, and ſupported by a penſion for the ſerving of their own private purpoſes; the pretended NABÔBS of Bengal and Bahár being the actual ſtipendiary ſervants of the ſaid Company, and the DEWANNEE, under which title they pretend to hold thoſe territorial poſſeſſions, being a mere fiction, invented for the private purpoſes of the Company and their ſervants; and particularly intended, if poſſible, to ſcreen their ſeizing on the ſovereignty of the country, by impoſing on the Britiſh nation; though the diſguiſe was too flimſey to deceive either the inhabitants of Hindoſtân or other European nations who have ſettlements in thoſe countries.

There is in Bengal no freedom in trade, though by that alone it can be made flouriſhing and importantly beneficial to the Britiſh ſtate. All branches of the interior Indian commerce, are, without exception, entirely monopolies of the moſt cruel and ruinous natures; and ſo totally corrupted, from every ſpecies of abuſe, as to be in the laſt ſtages towards annihilation. Civil juſtice is eradicated, and millions are thereby left entirely at the mercy of a few men, who divide the ſpoils of the public among themſelves; while, under ſuch deſpotiſm, ſupported by military violence, the whole interior country, where neither the laws of England reach, or the laws or cuſtoms of thoſe countries are permitted to have their courſe, is no better than in a ſtate of nature. In this ſituation, while the poor induſtrious natives are oppreſſed beyond conception, population is decreaſing, the manufactories and revenues are decaying, and Bengal, which uſed not many years ago to ſend annually a tribute of ſeveral millions in hard ſpecie to Dehly, is now reduced to ſo extreme a want of circulation, that it is not improbable the Company (whoſe ſervants in Calcutta have already been neceſſitated, in one ſeaſon, to draw above a million ſterling on the Directors, for the exigencies of their trade and government) will ſoon be in want of ſpecie in Bengal to pay their troops, and in England ſeen pleading incapacity to pay the very annual four hundred thouſand pounds which is now received from them by Government.

The natives of Bengal, whoſe miſeries have of late been greatly increaſed by a calamitous famine, have long looked up to heaven and to this nation for relief; which if much longer with-held, while they bewail the inefficacy of a conſtitution ſo much boaſted of to them, they may be rendered deſperate in the purſuit of redreſs, and made to join hand and heart with the firſt power that happens to oppoſe the Engliſh in thoſe dominions. Let ſuch who place their ſecurity in the pretended

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degeneracy or effeminacy of the natives recollect, that they are thoſe very natives who fight our Indian battles; which they have ſometimes done without a ſingle muſket being fired by our European troops, to whom they have, on many occaſions, ſhewn themſelves no way inferior in perſonal courage. Perhaps it may appear to a conſiderate man, upon reflection, that it is only the exaggerated fame of what has paſt which preſerves the poſſeſſion of things at preſent, and that the power of the Engliſh in India may ceaſe to be formidable as ſoon as that power becomes well underſtood. The ſame cauſes will ever produce like effects in all countries; the many muſt in time get the better of the few, by the ſame means whereby the few got the better of the many. Let thoſe who deſpiſe the Aſiatics farther reflect, that the moſt deſpicable reptiles will turn when trod upon; and that hiſtory abounds with inſtances of nations driven into madneſs by the cruelty of oppreſſion. It muſt certainly be beſt to avoid giving occaſion for ſuch extremities. Be it then the more laudable object, as moſt worthy of this nation, to ſecure the hearts of the natives by eſtabliſhing a due adminiſtration of juſtice, and by encouraging manufactories and a free trade in the inland parts of the ſubjected provinces, without which they can never proſper. Happily for the European invaders of India, there is ſuch an equipoiſe between Mahomedans and Hindoos, as makes the government of the whole, by a few foreigners, more practicable in Bengal than it would be in any other part of the world; ſo that if Juſtice did but hold the ſcale, that ſuperiority might perhaps be for ages maintained.

The revenues of the provinces of Bengal, Bahár, and part of Oriſſa, which the Company collect, were in the year 1765 eſtimated to amount to upwards of three millions ſix hundred thouſand pounds ſterling per annum, and by proper management they might with eaſe have been improved by this time to ſix millions. Beſides, there are immenſe commercial advantages

vantages which might be made of thoſe territories by this kingdom; but at preſent, under the ridiculous plan of a double government, they are every way exhauſted by plunder and oppreſſion; and while this nation is gazing after the fruit, the Company and their ſubſtitutes are ſuffered to be rooting up the tree.

The different intereſts of the Company, as ſovereigns of Bengal and at the ſame time as monopolizers of all the trade and commerce of thoſe countries, operate in direct oppoſition, and are mutually deſtructive of each other; ſo that without a new ſyſtem, the progreſs muſt be from bad to worſe. The Company, if left of purſue its preſent ſyſtem, will ſoon ruin itſelf; the poſſeſſions in Bengal will be beggared, and this kingdom deprived of the advantages of thoſe poſſeſſions which might be the means of greatly relieving the circumſtances of the nation, and of raiſing it to a ſtate of proſperity and power almoſt beyond example.

An unlimited power can ſcarce exiſt without oppreſſion; and governments, when at a great diſtance from the controlling power, are naturally ſubject to a corrupt adminiſtration of Juſtice; where the oppreſſions of the governed will in general be ever found proportionate to the degree of power poſſeſſed by the Governors. Such is the nature of human frailty: and none have ever exhibited greater proofs of this frailty than ſome of our European Baſhaws in India. The meaſures neceſſary to be taken for the prevention of ſuch evils, and for eſtabliſhing the permanent proſperity of the ſubjected provinces, can never be expected from the Company; and particularly while it continues with a conſtitution ſo defective, and ſo inadequate to the preſent altered ſtate of its affairs.

It is the wiſdom and power of the Legiſlature alone that can prevent the total impoveriſhment or loſs of the Bengal provinces, either of which misfortunes might now prove fatal in its conſequences to this kingdom. This can only be effected

by laws for ſecuring the impartial adminiſtration of juſtice *throughout* thoſe dominions; for preventing the commiſſion of thoſe oppreſſions and irregularities which have of late years prevailed, to the diſgrace of a Britiſh government; for more eaſily and effectually puniſhing *in India* the authors of ſuch enormities when committed, and for improving and rendering permanent thoſe reſources which the nation has a right to expect from the conquered countries. Such laws would equally tend to promote the laudable and deſirable object of regaining and ſecuring an intereſt in the hearts of the ſubjected natives, who wiſh only to receive their protection and happineſs from a Britiſh Sovereign: in which ſtate of things this nation might long poſſeſs the Bengal provinces, even againſt the combined efforts of Indian enemies and European rivals.

If objects like theſe ſhould not be thought unworthy of the ſerious attention of the Britiſh Government, then will the following ſheets, for the information they contain, however undeſerving in other reſpects, merit the peruſal of every member of the legiſlature. And it ſhould be hoped, that all pleas grounded on ſuch charters as are not wholly conſtitutional, will be treated with the contempt they deſerve, when ſet up as a defence for obſtructing the inquiries, or preventing the moſt effectual intervention of parliament, for ſecuring thoſe grand objects of true national policy, which by ſuch means can only be ſecured. And it ought equally to be hoped, that the wiſdom of parliament will eſtabliſh due ſecurity againſt any unconſtitutional influence of military power; becauſe it would, in its effects, prove equally ruinous to thoſe countries, the Company and this kingdom, in the preſent ſituation of Britiſh affairs.

The Writer of theſe ſheets, who was many years in the ſervice of the Company in Bengal, and is an Alderman or Judge of the Mayor's Court of Calcutta, agreeably to the charter, writes not with any view of advantage to himſelf. He has felt the iron rod of oppreſſion from the Company and their ſervants, in many inſtances equally grievous with any that are

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herein laid before the public; but having appealed for juſtice to the laws of this country, (though it muſt be ſome years before he can obtain it) he forbears at preſent to ſay more of himſelf or his cauſe than, that he was marked out for vengeance in Bengal, for his profeſſional abilities, even ſmall as they were, and his ſucceſs in ſuch mercantile undertakings as rather entitled him to the bleſſings of the natives and the approbation of this country, as they were uſefully obſtructive to miſchievous monopoliſts, and of ſervice to the Company, though offenſive to their principal ſervants. During the whole period of his ſervitude, he never had violated a law of this kingdom, or been guilty of any bad practice; but had always been faithful and zealous in the ſervice of the Company, whoſe Directors he defies to lay before their conſtituents ſo much as a ſingle charge that can vindicate their proceedings againſt him, or any accuſation, grounded on truth or reaſon, to convict him of a breach of duty in any moral capacity or connection, or that will ſtand the teſt of candid ſcrutiny by any one man of real honour and underſtanding. Nevertheleſs, by the oppreſſions under which, ſingle and unſupported, he has patiently ſuffered, he has actually loſt ſixty out of ninety thouſand pounds ſterling of a fortune acquired by many years induſtry in lawful and laudable commerce.

Thus much the Writer has preſumed he was in juſtice authorized to ſay of himſelf, in order to obviate calumny, which is often added to perſecution, for the ſake of juſtifying it. He is ſenſible that this publication will even endanger his getting poſſeſſion of a great part of the remainder of his ſcattered fortune: nevertheleſs, moderate and contented with what will remain to him, let what may be the conſequence, he has at this critical juncture, preferred to every temporizing view, the diſcharge of his conſcience, from a real and ſincere regard to the welfare and rights of mankind in general, and to the intereſts of this kingdom in particular; for tho' he has not the honour of being a natural-born ſub-

ject of Great Britain, yet being from his infancy bred *in* it, and having always lived among the natives of this happy country, he is in heart an Engliſhman, and wiſhes to be no other, ſo long as the oppreſſed can obtain, from Engliſh laws, juſtice adequate to their injuries.

Many gentlemen of the profeſſion of *Nabôb-making*, perhaps not a few who have in view the entering upon that profeſſion, and even ſome Directors, who may be ſtiled *the makers of Nabôb-makers*, who together may poſſeſs a powerful maſs of wealth, will naturally be the underhand arraigners or oppoſers of what is advanced or recommended in the ſeveral parts of this work: but as facts are obſtinate things, the Writer does not much apprehend they will venture openly to diſpute the truth of ſuch as he now offers to the conſideration of the public. He has confined himſelf as much as poſſible to ſuch public acts of Indian government as were neceſſary to be exhibited in proof of what he has in many places aſſerted, wherein it is not *men* but *meaſures*, when bad, that he wiſhes to expoſe, in order only for reformation; eſteeming it his undoubted right, in common with all others, to ſcrutinize into the public tranſactions of all men in public ſtations, but particularly as they may appear calculated for the good or hurt of the ſociety of which he is a member. The India Directors will ſcarce tax the Writer with ingratitude, after having treated *him* with the moſt extreme cruelty, or blame him for expoſing their ſecrets, when national benefit is the object in view; but if they ſhould deem him adverſe to the Company's intereſt, which he really is not, as the preſs is the ſureſt teſt of truth, it muſt be allowed, that he who refers the merits of his arguments and facts to that ſevereſt of trials, does not act like an ungenerous adverſary.

After peruſing the many extraordinary accounts contained in theſe ſheets, the impartial reader will naturally wonder, how ſuch things could ſo long be concealed from the public. The reaſon of which however has been, that the perſons capable of informing them have been intereſted in with-hold

ing ſuch information. Even the friends * in England of injured men abroad will not often venture to make their letters public, for fear of heaping heavier misfortunes on the oppreſſed, or thoſe connected with them, who are in the power of the Company, or their ſubſtitutes in India; as the Court of Directors have always ſtrictly prohibited †, to their dependents, the communication of any accounts of their affairs in India to private perſons in England. Sometimes the injured who come home for redreſs, hold their tongues in order to make their terms with the Company, and go out again to India in advantageous ſtations: and, in ſhort, among almoſt all the gentlemen who have once been in thoſe countries there is ſuch a powerful ſtring of connections, and ſuch hopes or ſuch fears prevail, either for themſelves or their friends, as make the obtaining of authentic vouchers very difficult. If this had not been the caſe, we ſhould have had it in our power to have laid before the public many documents of a more curious and intereſting nature than even thoſe we have produced, and which muſt now remain concealed, till time, the diſcoverer of all truth, gives us an opportunity for exhibiting them in another volume.

* A narrative of the murder of an Engliſh gentleman, by the ſervants of a Zemindár in the diſtricts of Sutalury, eaſtward of Calcutta, which happened in December 1766, was with-held from the writer upon this very principle.

† In the 96th and 97th paragraphs of a letter from the Honourable Court of Eaſt India Directors to the Preſident and Council at Bengal, dated the 19th February 1766, are the following words.

"We have frequently repreſented the bad tendency of ſending to private perſons accounts of our affairs in India, and forbade ſuch practices, particularly in our letters to you under date of the 1ſt April 1760, par. 116; the 19th Feb. 1762, par. 57; and the 1ſt June 1764, par. 48. And as the like notices were communicated to our other Preſidences, no perſon can with propriety plead ignorance of them. In order intirely to put a ſtop to theſe prejudicial practices, we now confirm, in the ſtrongeſt manner, the directions we have given in our before-mentioned letters; and we enjoin you, our Preſident and Council, to take care that they are ſtrictly carried into execution for the future; and you are to make theſe our orders as publickly known as poſſible, that no perſon, in whatever ſtation he may be, can have it in his power to plead ignorance."—And the general inſtructions of the Directors to their ſaid Preſident and Council have of late years always been, that if any perſon or perſons ſhould be guilty of the ſmalleſt contravention of their orders, they were to have the *Company's protection withdrawn from them, and be ſent priſoners to England.*

ADVERTISEMENT.

THE papers contained in the APPENDIX *are many of them copies of very imperfect tranſlations of treaties, ſuch as are in the poſſeſſion of the Eaſt India Company, and being all the work of others, we are not anſwerable for their incorrectneſs. We have taken the liberty of altering the titles of ſome of thoſe papers, and ſometimes of correcting the ſpelling of proper names and other untranſlated Aſiatic words, for the writing of which in European characters there has been no ſettled mode of ſpelling, every one having written ſuch words as they ſtruck his own ear, or according to his own peculiar way of ſpelling; though it muſt be confeſſed the ſounds of ſome Aſiatic letters cannot be expreſſed by European characters. The want however of a competent knowledge in reading and writing the Indian languages has been the principal cauſe of this variety of ſpelling, and has often occaſioned the uſing of wrong words: ſuch as* Sûbah, *which, although it means the diſtrict under a* Subahdár, *is not unfrequently, though erroneouſly uſed for the latter word, even by Eaſt India Directors. In quoting authentic papers, or the writings of others, we have frequently been neceſſitated to retain the Aſiatic words; and in writing them, in the body of this work, we have endeavoured to adhere to the orthography of the natives where it could be practiſed; excepting in words now commonly known among us, which would thereby be ſo diſguiſed as to become unknown. For example, though we have thought proper to write* Jagueer (*a penſion*) *inſtead of* Jaghire, Dehly (*the capital of Hindoſtân*) *inſtead of* Delly, *we have not ventured to write* Ahmedabâd *for* Amadavát, *the capital of Guzerát, or* Sipáhy *inſtead of* Seapoy *or* Sepoy, *the words by which the Black Infantry are now univerſally known. Another reaſon has alſo obliged us to retain ſeveral of the Aſiatic words, as uſed by others. There are many names, particularly of the offices of government, which cannot be tranſlated into Engliſh without much circumlocution. To ſubſtitute that Engliſh word which appeared neareſt to the Aſiatic, would be conveying to the mind of the reader a very inadequate idea of the object. Such words, therefore, as occur in the text unexplained, the reader will be pleaſed to ſeek in the following Gloſſary, wherein we have given ſuch explanations, according to the Bengal uſage, as have been adopted by others, together with ſome that are new; and we have alſo accented the words, to direct the pronunciation.*

Notwithſtanding the utmoſt attention of the Writer in ſuperintending the preſs, many errors have crept in, which he has not had in his power to correct. Some are taken notice of in the ſubjoined ERRATA; *and ſuch others, not noticed, as will appear evidently to be errors of the Preſs, he muſt leave to the correction of the indulgent reader, to whoſe candor he alſo ſubmits the many errors in compoſition which may occur to him: the objects of the Writer having been only to convey to the reader a knowledge of facts in plain Engliſh, as a merchant, in the beſt manner the little leiſure he is maſter of would enable him.*

GLOSSARY OF HINDOSTAN WORDS,

AS USED IN BENGAL.

A

ANNA. The ſixteenth part of a *Rupee.*

Aumeen. An officer employed by the government to inſpect the ſtate of the revenues of any diſtrict; a ſuperviſor. Alſo ſometimes an arbitrator, or umpire.

Aúmil. } An officer inferior to, or under the *Aumeen*, employed on the ſame buſineſs of the
Aumildár. } revenues.

Aurúng. A manufacturing town, or village.

B

Banyán. See chapter IX. page 83.

Bátta. The extraordinary allowance paid the military when on field-duty. Alſo the agio, allowance, or rate of exchange between rupees of different ſpecies.

Bazár. A market place.—A daily market.

Beetle-leaf. The aromatic leaf of a ſhrub growing like a vine, which is always chewed, together with the nut called beetle-nut. It is called *Paān* by the natives.

Betle-nut. A nut produced by a very tall, ſlender, and upright tree: which, with other ingredients, is conſtantly chewed by all ranks of people, from the king to the beggar; inſomuch that it is eſteemed a neceſſary of life. It is called *Soopâry* by the natives.

Begum. A princeſs. Any great man's wife. Some have erroneouſly tranſlated it, queen; whereas the king's lady is called *Máleekah.*

Bêrcundāz. A foot-ſoldier, armed with a matchlock.

Buckſhy. Pay-maſter of the troops. Alſo pay-maſter, in general, for all diſburſements of government.

Buckſerree. A foot-ſoldier, armed with ſword and target, or a ſpear; generally employed as a guard in conducting treaſure or goods.

Bunder. A ſea-port.—Alſo ſometimes uſed for a cuſtom-houſe.

Buxbunder. The office of cuſtoms at Hoogly.

C

Callâry. Properly *Khallâry.*—A ſalt-work: commonly called ſalt-pans.

Canongô. The officer appointed by the ſovereign as regiſter of a province.

Chókey. A watch-houſe.—Alſo a place appointed for the receipt of cuſtoms, or duties.

Chokeydár. A watchman.—Alſo the officer of a *Chókey.*

Chout. A fourth part. Commonly uſed for the tribute of the fourth part of the revenues which the Marahtahs claim from many governments in India. Alſo the duty collected upon judicial deciſions in the Cutcherry-courts of Hindoſtân.

Choutarry. A Bengal corruption of *Chout.*

Chówdry. A chief of land-holders, or farmers. Properly he is above the *Zemindár* in rank: but according to preſent uſage in Bengal, he is deemed the next in rank to the *Zemindár.*

Chowdráwy. Properly *Chowdrâyet.* The juriſdiction of a *Chówdry.*

Chubdár. A ſtaff-bearer. A neceſſary attendant in the train of a great man, who proclaims the approach of viſitors, &c. He generally carries a large ſilver ſtaff of about five feet long in his hands: and among the Nabôbs he proclaims their praiſes aloud as he runs before their palanqueens.

Chúcklah. An aſſemblage of the ſmaller diviſions of a province, generally the juriſdiction of a *Fowzdár.*

Chunám. Lime made of ſhells or ſtones. Such as the natives eat with their beetle, is made of the former.

Cooley. A porter, or labourer of any kind.

Cowry. A ſmall ſhell, which paſſes for money, of which, from 4000 to 4800, go to a rupee. The cheapneſs of proviſions in Bengal makes it convenient to have ſo very low a medium for dealings among the poor.

Crore of Rupees. One hundred lacks.

Croory. Properly *Karooree.* An officer who collects the revenues under a lord-lieutenant of a province; for which he makes himſelf reſponſible, in conſideration of a commiſſion of 2 or 3 *per cent.*

Cuſſore. The allowance, or agio upon the exchange of rupees, in contradiſtinction to *Batta. Batta* is properly the ſum deducted, and *Cuſſore* the ſum added.

Cutchérry. A court of juſtice. Alſo an office into which the rents are delivered; or for the tranſaction of any other public buſineſs.

Cutwâl. An officer who in all cities has the care of puniſhing thieves; thoſe who drink or ſell intoxicating liquors and keep diſorderly houſes; and who takes cognizance of ſuch other matters as are not of conſequence enough to be brought before the *Fowzdár.*

D

Dádney. The money paid in advance to a merchant, or manufacturer, on a contract for goods.

Dallāl. A broker.

Daróga. An overſeer.

Dawk. Poſtmen ſtationed at ſtages, of about 10 miles diſtance from one another, for the conveying of letters.

Dufter Khána. An office for keeping the government-accounts. In common uſage, any office or counting-houſe.

Durbár. The court of a Mogul, Nabôb, or any great man. Sometimes it means the palace, and ſometimes the levee only.

Duſtóre. A cuſtomary allowance. In Bengal generally underſtood to be that which the Banyán receives on all ſales and purchaſes.

Duſtuck. A paſſport, permit, or order. In the Engliſh Company's affairs it generally means the permit under their broad ſeal, which exempts goods from the payment of duties.

E

Enām. A gift from a ſuperior to an inferior.

Etmaúm. A diviſion of a province under the ſuperintendency of an *Etmaumdár.*

Etmaumdár. A land-holder, or ſuperintendant of the revenues of a ſmall diviſion of a province, called *Etmaúm.*

F

Firmaún. A grant, order, decree, or command of the emperor. In Bengal, it is commonly uſed for the patent of the Emperor Furrukhſeer, granting to the Engliſh a liberty of trading duty-free.

Fowzdár. An officer in all great cities, originally appointed by the emperor, who has charge of the police, and takes cognizance of all criminal matters. Sometimes it is one who receives the rents from the Zemindárs, and accounts with the government for them: The diſtrict of lands under his juriſdiction, or ſuperintendency in ſuch caſe, is called a *Chúcklah.*

G

Ghāt. An entrance into a country over mountains, or through any difficult paſſage.—Alſo a landing place on a river ſide—particularly where duties are collected.

Ghātbarry. A tax upon boats, collected at the *Ghāts* or *Chókeys.*

Gólah. A warehouſe, of which the walls are generally raiſed of mud and thatched, for keeping grain, ſalt, &c.

Gomáſtah. An agent. In Bengal it is generally underſtood to be thoſe who are ſent into the country to purchaſe goods, on monthly wages: commonly Gentoos.

Gunge. A granary, or market for grain.

Guzerbaún. An officer who collects duties on the high roads and at the ferries.

Hackeree.

H

Hackeree. A ſpecies of cart, drawn by oxen.

Hagee. One who has performed the pilgrimage to Mecca, which every true Mahomedan thinks himſelf bound to do once in his life.

Haut. A market kept on ſtated days.

Havaldár. A ſubaltern officer of ſeapoys, of the rank of a ſerjeant.

Higera. The flight of Mahomed from Mecca, from which the Mahomedan Æra commences. It begins the 16th July, A. D. 622.

Huſbulhookum. An official confirmation, under the ſeal of the vizier, enforcing obedience to the Emperor's *Firmaun.*

Huzzoor. The preſence.—Applied, by way of eminence, to the Mogul's court. According to polite uſage it is now applied to the preſence of every Nabôb, or great man.

Huzzoor Nevees. The ſecretary who reſides at court, and keeps copies of all *Firmauns*, records, or letters.

I

Imaúm. An ordinary prieſt.

Iſlām. The true faith, according to Mahomedans.

Jagueer. Any penſion from the Grand Mogul, or King of Dehly; generally ſuch as are aſſigned for military ſervices.

Jagueerdár. The holder, or poſſeſſor of a Jagueer. It comes from three Perſian words, *Ja*, a place; *gueriſtun*, to take; and *daſhtun*, to hold: *quaſi* a placeholder, or penſioner. In the times of the Mogul empire, all the great officers of the court, called *Omrahs*, were allowed *Jagueers*, either in lands of which they collected the revenues, or aſſignments upon the revenues for ſpecified ſums, payable by the lord lieutenant of a province: which ſums were for their maintenance, and the ſupport of ſuch troops as they were neceſſitated to bring into the field when demanded by the Emperor, as the condition of their Jagueers, which were always revocable at pleaſure.

Jamadár. An officer of horſe, or foot.—Alſo the head, or ſuperintendant of the *Peons* in the *Sewáury*, or train of any great man.

K

Kâzy. A Mahomedan judge, or magiſtrate; appointed originally by the Count of Dehly to adminiſter juſtice according to their written law; but particularly in matters relative to marriages, the ſales of houſes, and tranſgreſſions of the Korān.—He atteſts or authenticates writings, which under his ſeal are admitted as the originals, in proof.

Kiſtbundee. An account agreed to of payments to be made at ſtated times, in diſcharge of a ſpecified ſum.

Khálſah. Belonging to the king.

Khálſah-Lands. Crown Lands.

Khálſah Shereef. The office in which the king's accounts were paſſed.

L

Lack of Rupees. One hundred thouſand rupees; which ſuppoſing them ſtandard, or *ſiccas*, at two ſhillings and ſixpence, amounts to 12,500l. ſterling.

M.

Mahāl. A name given to every fund producing any particular revenue, or duty; as the ſalt or *nimuck-mahāl* is that on which ariſe the duties on ſalt.

Mángon. An impoſition collected by the officers of the *Chokeys* and *Ghāts*, as a perquiſite for themſelves, or the *Zemindárs.*

Maund. A variable weight. In Bengal from 72 to 80 lb.

Móhŭr. A ſeal.—Alſo a gold rupee.

Móhŭree. Any writer, or under-clerk among the natives in Bengal.

Molánguee. A worker of ſalt, a ſalt-maker.

Mootecóphil. An officer who examines accounts, and puts his ſeal on them, when paſſed in the ſubordinate *Cutcherries*, before they are ſent to court.

Mouza. A pariſh.—Sometimes a hamlet only.
Muckhaudum. A ſuperior officer of the revenues in a village; the ſame as *Chówdry*.
Mufty. A high prieſt. It ſignifies properly, interpreter of the law.—He is under the *Kázy*.
Mullah. A Mahomedan judge.—An interpreter of the Koran. Likewiſe a School-maſter.
Múnſhy. A ſecretary for the Perſian language.
Munſub. A title, or dignity; poſt, or office.
Mújnud. An elevated place of diſtinction in the *Durbár* for the prince to ſit on. A throne.
Mutchúlcah. An obligatory, or penalty-bond, generally taken from inferiors by an act of compulſion.
Mutſeddee. A general name for all officers employed in taking the accounts of the *Súbah*, or government; it is alſo uſed for the clerks of any great man.

N

Nabôb. Properly *Navâb*, the plural of *Naib*. As uſed in Bengal, it is the ſame as Názim. It is a title alſo given to the wives and daughters of princes, as well as to the princes themſelves.
Naib. A deputy.
Nancár. An allowance in an aſſignment upon the revenues, or the lands themſelves, originally given as charity for the relief of the poor; but generally taken by the rich.
Názim. The lord lieutenant, vice-roy, or governor of a province: the ſame as *Subahdár*, or *Nabôb*.
Neâbut. The poſt, office, or juriſdiction of a *Naib*, or deputy.
Nizámut. The poſt, office, or juriſdiction of a *Nazim*, or Viceroy of a Province.
Núzzer. } A preſent, or offering from an inferior to a ſuperior. In Hindoſtân no man
Nuzzerânah. } ever approaches his ſuperior for the firſt time on buſineſs, without an offering, of at leaſt a gold or ſilver rupee in his right hand; which if not taken, it is eſteemed a mark of diſfavour. *Nuzzerânah* is alſo uſed for the ſum paid to the government, as an acknowledgement for a grant of lands, or any public office.

O

Obdahdár. An officer of the revenues, the ſame as *Croory*.
Omrah. A man of the firſt rank in the Mogul empire. A nobleman. It is the plural of the Arabic *Ameer*.

P

Padſhah. Emperor. King.
Palanqueen. A vehicle carried on men's ſhoulders, commonly uſed for riding in. They are of two ſorts, one for ſitting in like a ſedan, and the other containing a bed, on which the perſon extends himſelf at full length.
Peon. A foot-ſoldier, armed with ſword and target. In common uſe it is a footman ſo armed employed to run before a Palanqueen.—*Piadah* is the proper word, from which *Peon* is a corruption.
Pergúnnah. The largeſt ſubdiviſion of a province, whereof the revenues are brought to one particular *Head Cutcherry*, from whence the accounts and caſh are tranſmitted to the general *Cutcherry* of the province.
Perwânah. An order, warrant, grant, or even a letter from a ſuperior to a dependent.
Peſhcúſh. A fine, tribute, or quit-rent paid to government, as an acknowledgment for any tenure.
Podár. A money changer, or teller, under a *Shroff*.
Pykar. A broker, inferior to thoſe called *Dallâls*, who tranſacts the buſineſs at firſt hand with the manufacturer, and ſometimes carries goods about for ſale.
Pyke. A watchman employed as a guard at night. Likewiſe a footman, or runner, on buſineſs of the lands. They are generally armed with a ſpear.

R

Rahadár. An officer who has charge of the highways, the examination of paſſengers, and the collection of cuſtoms where any are there collected.

Recáyah.

Recáyah. It is ſo written in the Company's Treaties, but it ſhould be *Reáyah*, which is the plural of the Arabic *Ryot*.
Reſaula. A command. A regiment.
Rowâna. A certificate from the collector of the cuſtoms.
Rupee. A ſilver coin worth about two ſhillings and ſixpence.
Ryot. A tenant, who is generally both a huſbandman and manufacturer.

S

Seapoy. A ſoldier. This word is generally uſed for the Indian Infantry diſciplined after the European manner.
Seer. The fortieth part of a *Maund*.
Serai. A building on the high road, or in large cities, erected for the accommodation of travellers.
Sewáury. The train of attendants who accompany a Nabôb, or other great man on the road.
Sezâwul. An officer employed at a monthly ſalary to collect the revenues.
Shah. The king.
Shah Allum. The king of the world.—The title given to the India Company's Grand Mogul, the Prince Ally Gohár.
Sháſtrŏ. The religious books, or *Scriptures* of the *Brahmins*. It is alſo uſed in common for any book of Science.
Shereef. Noble, or magnificent.
Shroff. A banker, or money-changer: properly *Seráf*.
Sicca. Any new coin. It means *ſtampt* or *ſealed*; but is particularly uſed for the ſtandard ſilver-rupee.
Siddee, or *Sedee.* An Arabic title, by which the Abiſſinians, or *Habaſhys* are always diſtinguiſhed in the courts of Hindoſtân; where being in great repute for firmneſs and fidelity, they are generally employed as commanders of forts, or in poſts of great truſt.
Sircár. Any office under the government. It is ſometimes uſed for the ſtate, or government itſelf. Likewiſe a province, or any number of *Pergúnnahs* placed under one head in the government-books, for conveniency in keeping accounts. In common uſage in Bengal, the *Under-Banyáns* of European gentlemen are called *Sircárs*.
Sirdár, or *Surdár.* A chief, leader, or commander.
Soontaburdár. An attendant, who carries a ſilver bludgeon in his hand, of about two or three feet long, and runs before the *Palanqueen*. He is inferior to the *Chubdár*; the propriety of an Indian *Sewaúry* requiring two *Soontaburdárs* for every *Chubdár* in the train.
Súbah. The general name of the vice-royſhips, or greater governments, into which the Mogul empire was divided, conſiſting of ſeveral provinces. The juriſdiction of a *Subahdár*: the ſame as *Súbahſhip*, *Subahdâree* or *Nizámut*.
Subahdár. The vice-roy, lord lieutenant, or governor, holding a *Súbah*; the ſame as *Nabôb*, or *Názim*. Alſo the black commander of a company of Seapoys.
Subahdâree. *Subahdâry.* *Súbahſhip.* } See *Súbah*.
Sulţânut. The crown; throne; empire, or government.
SUN. The year: thus *Siccas* of the 1ſt, 2d, or 3d *Sun*, are the ſtandard ſilver rupees of the 1ſt, 2d, or 3d year of a prince's reign; which is marked on the coin.
Súnnud. A grant, charter, or patent from any great man in authority.
Sunott. Rupees of old dates, on which a diſcount is allowed, are ſo called; properly it ſhould be *Sunwât*.

T

Tagábey. Money lent to a huſbandman at intereſt, to enable him to cultivate his land; for payment of which the enſuing crop is bound.
Talook. *Talookdâry.* } A ſubdiviſion of the lands of a *Zemindâry*, held by a *Talookdár*.

Talookdár. A renter under a *Zemindár*, of the ſubdiviſion called *Talook*.
Tankſâl. A mint.
Tânna. A ſmall fort.
Teep. A note of hand. In Bengal particularly uſed for thoſe notes given before-hand for money to be paid for ſervices to be performed.
Tunkhaw. An aſſignment of lands, or the revenues of them, for any particular diſburſements, or purpoſe of government.

U

Ultumgau. An allowance paid from the revenues, as a largeſs, to religious men, doctors, or profeſſors of ſcience. It ſhould be writted *Altumghau.*

V

Vakeel. An agent, or *chargé des affaires.*
Vizârut. The poſt, or office of a vizier.

Y

Yeſâwul. A ſtate-meſſenger.

Z

Zemindár. Literally a land-holder, who is accountable to government for the revenues.
Zemindâry. The juriſdiction of a Zemindár: the lands held by him.
Zenana. Belonging to women.—The women's apartments. The Seraglio.

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CONSI-

CONSIDERATIONS

ON

INDIA AFFAIRS.

CHAP. I.

INTRODUCTION.

IN the degrees ſcope and encouragement are given to induſtry, a country will naturally grow populous and wealthy: but though the great objects of nations, as of individuals, are proſperity and power, the means either of acquiring or preſerving them are not unfrequently miſtaken.

Induſtry will be beſt applied to agriculture, manufacturing and commerce. Of theſe, the two former are mutual ſupports of each other; and when made to co-operate with commerce and navigation, they, all together, will lay the moſt laſting foundations of opulence and might.

Theſe arts, with efficient laws for individual protection and due puniſhment, and an able and upright adminiſtration of juſtice, if made all fully to operate under a wiſe, moderate and beneficent government, will conſtitute what may be called the perfection of human policy; and prove equally the ſource of abundant wealth, power and felicity.

Agriculture, ſingly, perhaps never did materially enrich or ſtrengthen any country; as, in ſuch caſe, even the commerce and navigation ariſing from it will be carried on by other nations. Manufactories, beyond all other means, ſerve to populate and enrich a country: but

A MAP
OF
BENGAL
and its Dependencies
Collected chiefly from actual Surveys
and now first Publish'd
according to Act of Parliament
the 1st Jany 1772. by
W. BOLTS.
Engraved by T. Jefferys Geographer to the KING
PART OF TIBET
PART OF ASSAM
PART OF BENGAL
BAY OF BENGAL
TIPPERAH
CASHAR COUNTRY
RANGAMATTY
GARROWS
CURYBARY
BOOTAN BISNEE
Uninhabited Wilds
COSE BEYHAR
MUCKWANY MORUNG
SIRCAR SERANG
HAJEEPORE
PURNEA
DINAGEPORE
BEERBOON
BURDWAN
BISSENPORE
MIDNIPORE
PATCOOM
SINGBOOM
MOHURBUNGE
NEELGUR HILLS
PART OF THE MARAHTAH DOMINIONS
PART OF QRISSA
PART OF the SUBAHSHIP of the NABOB SUJAH AL DOWLAH
PART of the late BULWANTSING'S RAJAHSHIP
Flat Country
Tropic of Cancer
SCALE
10 20 30 40 50 60 70 Miles.
East from London
East from Calcutta

thoſe only which are moſt laborious * add greatly to its ſtrength. Navigation, on the other hand, ſtrengthens more than it enriches: and commerce introduces not only abundant wealth, but likewiſe much uſeful knowledge.

Hindoſtân, from time immemorial, practiſed agriculture and manufacturing in an extraordinary degree; and they ſerved to make her populous and wealthy almoſt beyond example. But by neglecting foreign commerce ſhe has continued deficient in various kinds of uſeful knowledge; and from her want of many laborious arts, and not practiſing navigation in any conſiderable degree, ſhe never grew ſufficiently powerful to be ſecure of her own defence.

The extraordinary religious ſuperſtitions of the Hindoos, or Gentoos †, and the very unſociable manners that naturally were conſequent thereof, proved inſuperable bars to their viſiting foreign countries. They therefore principally confined themſelves to agriculture and manufacturing, leaving remote commerce and navigation to thoſe who would go and deal with them in their own country: ſo that, as hath already been obſerved, the induſtry which ſo abundantly augmented their wealth, did not ſerve to increaſe, in any proportional degree, either their general knowledge or national power.

From very ancient times, we hear much of far-diſtant nations going to trade with the Indians, but nothing of the people of India ever going to trade with them. In like manner, the writers in remote times make frequent mention of the great wealth of the Indians, but ſay little of their power: nor indeed could the latter have ever been very conſiderable, becauſe we know they were eaſily ſubdued at different periods of time.

Perhaps the principal provinces of Hindoſtân, while they continued unconquered by any foreign power, were never much farther united than by religion and manners. Their original population, which muſt have been extremely ancient, was manifeſtly of the primitive or patriarchal kind. Communities grew out of families, which continually were branching off; and with but little variation from each other, they

* All ſitting employments are apt to debilitate the human frame, and thoſe which are exceſſively toilſome too faſt exhauſt its ſtrength; but ſuch as are moderately laborious ſerve greatly to invigorate both the body and mind, as is apparent from the practice of huſbandry, navigation and moſt of the handicraft-arts; for they generally make men animated, vigorous and robuſt.

† *Gentio* is a Portugueze word, meaning *Gentiles*, in the Scriptural phraſe; by which general appellation, they at firſt called all the natives of India, whether Mahomedans or Hindoos. From them the Engliſh have adopted the term *Gentoo*; by which, according to the preſent uſage, they diſtinguiſh the Hindoos, or followers of Brimha, from the Mahomedans, or Muſſulmen, whom they commonly, though improperly, call Moors, or Moormen.

lived

lived by ſuch rules as were preſcribed by an original Lawgiver, Chief, or Râjah, by whoſe name each reſpective country was originally known. One caſt, or tribe, were appointed to inſtruct, another to protect and rule, and the reſt to ſuch profeſſions and occupations as were uſeful and neceſſary; in which modes of preſcribed practice, as far as they were able, they have ſince continued to live.

The Hindoos, like the Chineſe, pretend to the honour of exiſtence, as a nation, for a great abundance of ages before the Chriſtian calculation of the commencement of time, or creation of the world. But as every thing which they ſay of ſuch ſuppoſed times is conſidered as fabulous, the writers who moſt favour their pretenſions to antiquity are not inclined to believe they can have any hiſtorical accounts of their country, to be relied on, ſo far backward as five thouſand years.

The Samſcrit, or Shanſcrit *, a moſt noble and ancient, though now a dead language, underſtood only by the Brahmins, has been hitherto the impenetrable repoſitory of the literary treaſures of that order of men. They are known to have many books that treat of religion and philoſophy, and it is ſaid likewiſe of hiſtory. Their four books of Divine Laws and Inſtructions, called Bhades, are written in poetic ſtanzas; and they are held ſo ſacred, that no other order of their own people are permitted to read them, ſhould they be able ſo to do. And ſuch

* The curious reader will excuſe the following extracts relative to this language from parts of a letter of the father Pons, a French miſſionary, written from India in the year 1740, as contained in Lettres Edifiantes. Paris edition, 1743, Vol. 26, pages 221 to 232.

" Les ſciences & les beaux arts, qui ont été cultivés avec autant de gloire & de ſuccès par les Grecs & les Romains, ont fleuri pareillement dans l'Inde; & toute l'antiquité rend témoinage au mérite des Gymnoſophiſtes, qui ſont évidemment les Brahmanes, et ſur-tout ceux qui parmi eux renoncent au monde, & ſe font *Saniaſſi*.

La Grammaire desBrahmanes peut être miſe au rang des plus belles ſciences; jamais l'analyſe & la Synthéſe ne furent plus heureuſement employées, que dans leurs ouvrages grammaticaux de la langue *Samſkret* ou *Samſkroutan*. Il me paroît que cette langue ſi admirable par ſon harmonie, ſon abondance, & ſon energie, étoit autrefois la langue vivante dans les Pays habités par les premiers Brahmanes.

Il eſt étonnant que l'eſprit humain ait pû atteindre à la perfection de l'art, qui éclatte dans ces grammaires: les auteurs y ont réduit par l'analyſe la plus riche langue du monde, à un petit nombre d'élémens primitifs, qu'on peut regarder comme le *Caput mortuum* de la langue. Ces élémens ne ſont par eux-mêmes d' aucun uſage, ils ne ſignifient proprement rien, ils ont ſeulement rapport à une idée; par exemple, *Kru* à l'idée d'action. Les élémens ſecondaires qui affectent le primitif, ſont, les terminaiſons qui le fixent à être nom ou verbe; celles ſelon leſquelles il doit ſe decliner ou conjuguer; un certain nombre de ſyllabes à placer entre l'élément primitif & les terminaiſons quelques propoſitions, &c.—A l'approche des élémens ſecondaires le primitif change ſouvent de figure; *Kru*, par exemple, devient, ſelon ce qui lui eſt ajoûté, Kar, Kār, Kri, Kir, Kēr, &c. La ſynthéſe réunit & combine tous ces élémens & en forme une variété infinie de termes d'uſage.

Ce ſont les régles de cette union & de cette combinaiſon des élémens, que la grammaire enſeigne, deſorte qu'un ſimple écolier, qui ne ſçauroit rien que la grammaire, peut en opérant ſelon

ſuch is the influence of prieſtcraft and ſuperſtition over their minds, that they have been made to believe any endeavour at the acquiſition of ſuch knowledge would be an unpardonable ſin: they therefore never ſeek to obtain it. And ſhould a Brahmin be known to communicate any part of thoſe books to men of other tribes, his puniſhment would be immediate excommunication, or expulſion from his own, which would be a degradation and infamy that they conſider to be far worſe than death.

No ſtronger proof can be furniſhed of the inſuperable difficulties to be encountered in ſuch an undertaking, than the fact, well known in India, of an Emperor of Hindoſtân, the great Akbur, miſcarrying in an artful endeavour for that purpoſe *. He impoſed a well-inſtructed youth on the Brahmins, as an orphan of their tribe, to be educated by them, in order to acquire a knowledge of their ſecrets, language and learning: but his deſigns were all fruſtrated.

Great difficulties muſt occur in all attempts to acquire the Samſcrit language, as well from the great reſerve of the Brahmins, as from the total want of ſuch books as muſt be neceſſary for that purpoſe; the utmoſt of what has been publiſhed in Europe thereon, extending no farther than to the letters of its alphabet †, and their combinations. It has however often been undertaken by ſeveral Engliſh gentlemen, though hitherto without ſucceſs, from the want of ſufficient helps. During two years reſidence at Banâras, the writer could find no books in any other language that would ſerve in any degree as a medium for acquiring it, though there are, in it, very good ones for that purpoſe: ſo that whoever undertakes to learn this language, muſt frame his own

les regles, ſur une racine ou élément primitif, en tirer pluſieurs milliers de mots vraiment *Samſkrets*; c'eſt cet art qui a donné le nom à la langue, car *Samſkret* ſignifie ſynthétique ou composé.

Peut être que depuis le vénérable Pere de Nobilibus, il n'y a eu perſonne aſſez habile dans le *Samſkret*, pour examiner les choſes par ſoi-même. J'ai vû dans un manuſcrit du Pere de Bourzes, que dans certain Pays de la Côte de Malabar, les Gentiles célébroient la délivrance des Juifs ſous Eſther, et qu'ils donnoient à cette Fête le nom de *Yuda Tirounal*, Fête de Juda.

Le ſeul moyen de pénétrer dans l'antiquité Indienne, ſurtout en ce qui concerne l'hiſtoire, c'eſt d'avoir un grand goût pour cette ſcience, d'acquérir une connoiſſance parfaite du *Samſkret*, & de faire des dépenſes auſquelles il n'y a qu'un grand Prince qui puiſſe fournir: juſqu'à ce que ces trois choſes ſe trouvent réunies dans un même ſujet, avec la ſanté néceſſaire pour ſoûtenir l'étude dans l'Inde, on ne ſçaura rien, ou preſque rien de l'hiſtoire ancienne de ce vaſte Royaume."

It is our misfortune that we have no European whatever who hath acquired a knowledge of this primitive, noble, and perhaps antediluvian language, ſufficient to read and tranſlate (without being expoſed to the impoſitions and ignorance of the modern Brahmins) thoſe ancient works, which, however blended with fable and ſuperſtition, might ſerve to throw new and important lights upon ancient hiſtory and ſcience, and alſo furniſh us with what is much wanted, a true and genuine account of the ancient Hindoos; ſome of whoſe principles and doctrines of religion, morality and ſcience, ſeem in the remoteſt antiquity to have been eagerly adopted by far diſtant nations, even from Japan and China to Egypt and Greece.

* Dow's HISTORY of HINDOSTAN. Vol. I. page 25 of the Diſſertation, firſt edition.

† See KIRCHER's CHINA ILLUSTRATA. Printed in Amſterdam, 1667, Pages 162, &c.

grammar,

grammar and dictionary: in order to effect which, he will be under a neceſſity firſt to learn, as a medium, either the Perſian, or one of the many dialects now uſed in the different parts of Hindoſtân, of which that of Bengal, of all the ſouthern provinces of India, is neareſt to the Sâmſcrit; one fourth part of its words, the forms of ſeveral of its letters, and the names and order of the whole alphabet, agreeing exactly therewith. As ſo much time then muſt be ſpent in the attainment of a language not requiſite for buſineſs, there can be little reaſon for expecting it will ever effectually be accompliſhed by any one whoſe great object, from going to India, is the acquiſition of wealth. It is therefore an undertaking that probably never will be properly engaged in, unleſs by the encouragement of ſome government, or great ſeminary of learning; and as it might prove the means of making many diſcoveries that at leaſt would be curious, it ſhould be thought deſerving of the patronage of the favourers of ſcience.

The moſt ancient hiſtorical account we have of the Hindoos, is from the tranſlation of a poem from the Samſcrit into the Perſian language: and perhaps they have few other kinds of very ancient records of their country, than verſifications of old, but very current traditions of tranſactions, by men like the ancient Welch, Iriſh, Highland, or Engliſh bards, who have generally every where been the hiſtoriographers of rude ages, for even Homer was no more. Farther literary treaſures, therefore, of very ancient times of this at leaſt, or perhaps any other kind, may not be in the poſſeſſion of the Brahmins: and indeed were there others, they might be matters more of curioſity than utility. But there may be ſome of later times greatly more important, as that tribe of Indians, if not generally learned, have at leaſt been always ſtudious.

The Engliſh nation know little more of their anceſtors in the times of the Druids than what has been learned from ſuch other nations as happened then to be more enlightened. Yet the Druids, like the ancient Brahmins, were prieſts and philoſophers; between whom there was a ſimilarity in manners and practice, both orders being ſecret, myſterious and reſerved, how widely ſoever they might differ in their principles of religion. The Brahmins however aſſert, and with ſome appearance of reaſon, that the lawgivers of other nations have borrowed from the inſtitutes of Brimha, as they judge from what they have ſeen of the Mahomedans and Jews, and probably from what they may have heard of the Heathens * and Roman Catholics.

* The Hindoos pay a kind of divine honours to ſuch perſons as were diſtinguiſhed by extraordinary merits: which were really the Heathen motives for many deifications, and are pretended ſo to be for moſt Popiſh canonizations.

Concerning

Concerning the hiſtories which we have hitherto been furniſhed with of Hindoſtân, it may with truth be ſaid, that they have not been properly of the Hindoo nations or people, but of ſuch foreign invaders as ſucceſſively ſubdued and ruled over them. The ancient Râjahs were probably Sovereigns of the ſeveral provinces, or diſtricts of India, being lords of the ſoil, warriours by profeſſion, and of courſe protectors from intereſt; and their government being on the arbitrary principles of parental deſpotiſm, they were never oppoſed, but from the irreſiſtible impulſe of nature to withſtand intollerable oppreſſion; beyond which the people of India do not appear, from their practice, to have ever had any idea of public right or liberty.

It is natural to ſuppoſe, in the progreſs of ages, that Râjahs, like all other Sovereigns, became infected with ambition, when diſputes led to conqueſts, by which ſway grew extended; ſo that there might have been temporary power acquired that was even enormous. But probably there never was a native government of all Hindoſtân: nor indeed has there ſince been entirely ſuch of any race of invaders who eſtabliſhed themſelves at Dehly.

Some of the provinces of India were long tributary to the Perſians; as they afterwards were to the Afgân, or Patân Tartars, whoſe ſeat of government was Ghiſni, in the mountainous country between Perſia and Hindoſtân; from whence they made frequent inroads into the neareſt Indian provinces, to plunder and impoſe tributes, till the beginning of the fourteenth century, when they eſtabliſhed themſelves at Dehly. Of this Tartar government it may be ſaid, as of the race of Tamerlane which ſucceeded it in Hindoſtân, that it never was complete over the whole country; was frequently reſiſted even by tributary Râjahs, and ſometimes diſmembered of its principal provinces.

We ſhall enlarge no farther here on the ancient ſtate of Hindoſtân, than juſt to obſerve, that among the deſcendants of Shem, named in the tenth chapter of Geneſis, there is mention made of an Ophir, in the fourth generation; who probably gave his name to the place from whence Solomon afterwards obtained his large returns of gold *. All thoſe generations from Shem, mentioned by Moſes, are ſaid by him to

* Some learned writers have conjectured the antient Ophir to have been the port which in later ages has been called Sofala, ſituated on the continent of Africa, oppoſite to Madagaſcar; but that port is not eaſtward of the country which was firſt peopled after the Flood. It may not then be thought preſumptuous to hazard ſo contrary an opinion, as to ſuppoſe the iſland of Sumatra was the place to which Solomon's fleet ſailed; as there is a mountain on the north end of it, which is to this day called Ophir, where much gold ever has been and is yet found; the diſtance of which likewiſe better agrees with the time Solomon's fleets took to perform thoſe voyages in, than by ſuppoſing them to have gone no farther than to Sofalâ.

have

have been peoplers of countries in the eaſtern parts of the world; which, even according to the Jewiſh and Chriſtian ſyſtems, makes the population of thoſe regions extremely ancient, though infinitely ſhort of the fabulous ages ſuppoſed by the Hindoos.

In our next chapter, by the help of better lights, we ſhall treat with more certainty of the affairs of Hindoſtân, while under the dominion of the Moguls; and then proceed in our conſiderations to the preſent ſtate of the Bengal provinces, which have for ſome time been a part of the Britiſh territories.

But many having of late perſuaded the public to believe, that we may ſecurely rely on the paſſive and reſigned diſpoſition of the natives of the acquired countries, and the timid diſpoſition of Indians in general for our ſecure poſſeſſion of thoſe provinces, it may be neceſſary in this place to ſhew ſuch opinions to be erroneous; and that the preſervation of them muſt depend more on our wiſdom and juſtice than on our military and maritime power.

There can be no juſt grounds for our ſuppoſing there have not at all times been people of valour in India. It is at this time well known, that many of the Indian powers have large and well-diſciplined native armies of both horſe and foot. So likewiſe the ſeapoys in the ſervice of the Engliſh Eaſt India Company are brave, well-trained, and able-bodied men. Perhaps no people have more diſtinguiſhed themſelves by fortitude and reſolution, in a variety of ſufferings, than the Eaſt Indians. The ſeverities of their voluntary religious penances are almoſt incredible. They have frequently ſubmitted to be maimed, nay would often die under torture, rather than diſcover concealed wealth, to the ruin of their families. Even their very women, who live ſequeſtered from the world, and of courſe are unexperienced in ſuch difficulties and misfortunes as ſerve to fortify the mind and heart, or ſuch diſtreſſes as will render life irkſome, or impel to deſperation, often manifeſt ſuch fortitude as amazes Europeans but to hear of, in the horrid deaths which they voluntarily brave, of burning alive with the dead bodies of their huſbands in funeral fires.

There are ſeveral nations in India, now living under diſtinct governments of their own, who never were ſubdued by the Moguls, though indeed moſt of them, at times, have been their tributaries. They, however, were never able to make the Marahtahs either their ſubjects or tributaries.

Theſe people are governed by an ariſtocracy of Râjahs of the Hindoo religion, who for many ages have done more than defend themſelves, for they have impoſed tributes on moſt of their neighbours; and

at

at laſt they even obliged the famous Mogul Aurengzebe to ſubmit to the mortifying and diſhonourable terms of paying them a *Chout* *, or annual tribute of the fourth part of the revenues of the Déckhan: ſo that it might be ſaid, the emperor thereby not only acknowledged their independency of himſelf, but likewiſe their joint right of ſovereignty with him over thoſe provinces that produced the revenues out of which the *Chout* was paid.

This *Chout*, or tribute was continued to be received by the Marahtahs from the Mogul even long after the revenues of the Déckhan provinces had ceaſed to be paid into the royal † treaſury at Dehly: for in the year ‡ 1740, when the deputies of the Sahōo Râjah (King of Sittârah) arrived as uſual at Dehly to receive the *Chout*, they were told by the Mogul's miniſtry, "That *Nader Shah* had lately ſo exhauſted the treaſury, that the Emperor was rendered utterly incapable of ſatisfying their demands, the more eſpecially as the revenues of the Bengal provinces had been withheld from the year 1738 by the rebellion of *Allaverdy Khawn*, who, in conjunction with his brother *Hagee Ahmed*, had uſurped the government of that Subahdary; they requeſting at the ſame time, that the deputies would entreat their maſter, in the Emperor's name, to ſend an army of ſufficient force to exact the amount of the *Chout* that was due to them, and alſo to take the heads of *Allaverdy* and his brother, and reſtore the family of Sujah Khawn to the Subahſhip; as the diſtracted ſtate of the empire put it out of his power to ſend a force ſtrong enough to reduce the two rebels."

Thus power was given to the Marahtahs by a real Mogul, upon the loſs of the Déckhan, to levy their tribute on the Bengal provinces, in lieu of what they had received as their *Chout* from the Déckhan revenues. But the truth was, the revenues of both Subahs were alike loſt to the Mogul; ſo that his miniſters may be ſuppoſed to have given ſuch an anſwer merely to get rid of a troubleſome demand, though even made without juſtice. However, the Marahtahs accepted of the tranſferred pledge, with the ſervice annexed to it, which had the appearance of giving them likewiſe a new title to their *Chout*; and they accordingly proceeded to act from thoſe powers for both purpoſes. An army of eighty thouſand horſe was expeditiouſly ſent by them into the Bengal provinces, under the command of *Boſkhar Pundit*, who, after explaining the nature of his powers ‖, demanded of the uſurper, *Allaverdy*

* HOLWELL'S HISTORICAL EVENTS, Part I. pages 104—107. † IBID. page 108.
‡ IBID. pages 108 and 109. ‖ IBID. page 113.

Khawn,

Khawn, "Three years arrears of the *Chout*, the treaſures of the two late "Subahdárs, and that in future an officer of their own ſhould have a "ſeat in every cutcherry throughout the provinces, to collect the fourth "part of the revenues on their behalf."

Theſe demands being refuſed with extreme indignation, preparations were of courſe made for a deciſion by arms. The firſt conſequence of which was, that *Allaverdy* found himſelf in ſo dangerous a ſituation, as, with twenty-five thouſand Patân and Bengal ſoldiers, to be neceſſitated to force his way deſperately through the whole Marahtah army, and make a fighting retreat from Burdwân to the oppoſite ſide of the river at Cutwah; which he effected in three days, with the loſs of all his men, except five-and-twenty hundred Patâns and fifteen hundred of his Bengal forces.

During the continuation of this war, which was to the latter end of the year 1747, one of the brothers, Hagee Ahmed, was put to death in a very cruel and ignominious manner. The other, *Allaverdy Khawn*, though not unſucceſsful in the field, after performing many extraordinary exploits, from immenſe profuſions of blood and treaſure, found it neceſſary to purchaſe peace of the Marahtahs with the ceſſion of Cuttack, and the payment of an annual *Chout* of * twelve lacks of rupees.

The Engliſh Eaſt India Company have ſince got poſſeſſion of Bengal, Bahar, and ſo much of Oriſſa as had been preſerved by the latter Nabôbs; and there have been negociations entered into by their ſervants with the Marahtah Râjahs, particularly Janoogee and Ragoonaut Row, concerning the *Chout*; the latter of whom, the Court of Directors were informed from their Preſident and Council in Bengal, under date of the 5th January 1768, had aſſembled an army at Berâr; and, by diſpatches of the 29th of the following month they were farther adviſed, that "The Preſident, ſince Mahomed Reza Khawn's arrival in Calcutta, "had in conjunction with that miniſter, had ſeveral conferences with "the Marahtah Vakeel on the ſubject, who aſſured them, that his "maſter would not liſten to any accommodation for the ceſſion of Cuttack and conſideration for the *Chout*, on any other terms than the "annual payment of † *ſixteen lacks of rupees*, to be accounted for *from "the time the Company took charge of the Dewannee* of thoſe provinces, "and the ſelect Committee on their behalf, *to be guarantees for the Nabôb's faithful performance of the treaty*. In ſupport of the propriety "of theſe demands, he recited the promiſe made to his maſter by Mr.

* One hundred and fifty thouſand pounds ſterling.
† Two hundred thouſand pounds ſterling.

" Vanſittart, in the year 1763, *of paying all arrears of the Chout*, on " condition that he did not join his forces to the troops of the Nabôb " *Coſſim Ally Khawn*; and laid much ſtreſs upon the aſſurance given " him by *Lord Clive*, that whenever the treaty ſhould be concluded with " them, *the annual ſum ſtipulated for ſhould commence* from *the time the* " *Company were inveſted with the Dewannee of the provinces.* After many " debates the Vakeel conſented, with aſſurances of his maſter's concur- " rence alſo, that the rents which have been collected in Oriſſa during " the above period ſhould be ſet againſt the annual arrears which he de- " manded.

" By ſuch an agreement," (proceed the Governor and Council) " and " a proper examination of their accounts, the arrears will be conſiderably " diminiſhed; and although we muſt expect, from the diſtracted ſtate of " the Marahtah government, that they have not collected the whole " amount of the revenues of that province, yet we have reaſon to believe, " that under your government, and the immediate inſpection of your ſer- " vants, they may in time amount to, if not exceed, the annual tribute " demanded.

" As this was a matter which we deemed of the higheſt importance, " ſo it has engaged our moſt ſerious attention: when we conſider the " many benefits which muſt naturally reſult from thus uniting the *Com-* " *pany's territories on the coaſt with your valuable poſſeſſions in Bengal*, a ſtep " which will complete the chain of your *influence* and *dominions*, from the " *banks of the Caramnaſſa to the fartheſt extremity of the coaſt of Coro-* " *mandel*, a meaſure that muſt tend ſo greatly to the preſervation of both " ſettlements, by the mutual ſupport which at all times it will enable " them to give to each other; the removing at once every pretence of " the Marahtahs for diſturbing the peace and tranquillity of theſe pro- " vinces, and the ſhock it will give to their ſtrength and power, when- " ever it may be found neceſſary to ſeparate ſo principal a member as " *Janoogee*; who, during the whole courſe of his negociations, has ex- " preſſed an earneſt deſire to enter into an offenſive and defenſive alli- " ance with us: all theſe conſiderations having been attentively weighed " and debated in Committee, we reſolved to *acquieſce in the propoſals* " *of the Vakeel*, and to bring the treaty to as ſpeedy a concluſion as " poſſible: the Preſident has accordingly ſignified our aſſent in a letter " to *Janoogee*, and has requeſted of the Nabôb to agree to it *on his* " *part.*"

Thus we ſee negociations were long ago on the carpet between the Marahtahs and the Engliſh Eaſt India Company, not only for the re-eſtabliſhment of their *Chout*, or tribute, but even for the payment of arrears

arrears from the time of our acquiring thoſe territories. What has been farther done in theſe matters, we pretend not to ſay; but we know it is ſaid in India, and has been *lately* written from thence hither, *that there are important points which the Marahtahs have in view, and that they will perſevere in the purſuit of them.*

The Marahtahs are in poſſeſſion of a very extenſive country, and their huſbandmen and manufacturers are on their military, or rather militia-eſtabliſhment. Being all bred to arms, and heretofore entirely cavalry, they are enterpriſing from long practice, and ever ready to march out of their country to ravage the territories of, or impoſe tributes on their neighbours, or for any other purpoſe. Being ferocious and rapacious, they are naturally cruel; inſomuch that they maim * and murder as well as ſpoil, and often torture to extort diſcoveries, when they think treaſures are concealed.

It has already been ſhewn, they long ago were very formidable; but they are grown much more ſo of late. In their expedition already mentioned againſt *Allaverdy Khawn*, in the year 1742, they almoſt inſtantly marched an army of † eighty thouſand horſe into the Bengal provinces: the remains of which being obliged to retire the next year into their own country, two more armies, each of ‡ ſixty thouſand horſe, were directly ſent on the ſame ſervice; and their point was at laſt carried. What they have long proved themſelves by practice, they are now univerſally acknowledged to be, by far the moſt powerful of all the Hindoo nations. They have ſhewn they are greatly an overmatch for Hyder Ally; and as of late years they have been forming an infantry, which muſt be a regular force, ſhould they make it but tolerably numerous and well diſciplined, they will be ſoon able at any time to ſwell their numbers to what degree they pleaſe, as there are ‖ ſuppoſed to be no leſs than one fourth part of the natives of Hindoſtân, taking the country throughout, that are ſoldiers of fortune; who, from ill pay and diſcontent, will be ever ready to join them in any undertaking § from which advantage can be hoped; ſo that a great military power in India may at any time be ſoon formed: it ſhould there-

* See HOLWELL's HISTORICAL EVENTS, Part I. pages 134, and 135.

† IBID. page 110.

‡ IBID, page 136.

‖ DOW's HINDOSTAN, Vol. II. page 402. ſecond edition.

§ This hath been the real caſe for ages paſt, whenever the Marahtahs made ſudden expeditions for plunder. It appears by no means improbable, that the very terms now in general uſe of *Marauder* and *Marauding*, are derived from the Marahtah name, as they are expreſſive of Marahtah practice; eſpecially as the Portugueze groſs term of reproach, *Maroto*, which may be conſtrued to mean a ſturdy, deſperate vagrant, appears to have been an early corrupt importation from the coaſt of Malabar.

fore be hoped, that the ruling powers in this kingdom will be always greatly on their guard, leſt an ignorant or iniquitous adminiſtration of power in India ſhould ſacrifice advantages that may be but ill eſtimated at preſent here, but which might be ſoon made of the utmoſt importance to the ſtate.

No rational doubt can be entertained, from the plunders and miſeries which they have experienced from frequent changes of maſters, and the entire want of legal protection and juſtice, but that all the moſt valuable people in the Bengal provinces, who are the huſbandmen and manufacturers, would quietly ſubmit to any government that had but the virtue to treat them with humanity, and patiently labour on, ſo long as they find themſelves able by their induſtry to ſubſiſt. But whenever that end can be no longer obtainable by ſuch means, they muſt and certainly will ſeek refuge from intolerable miſery by any kind of deſperation.

The ſingle object which an oppreſſed people ever have in view, is to free themſelves by any means from the preſent tyranny which they ſuffer, with truſting to chance for whatever may follow: and we ſhould be extremely weak to ſuppoſe the people of Bengal can ever want inſtigators to, or ſupporters in a revolt. Thoſe poſſeſſions are envied Great Britain alike by the powers of Europe and Aſia; who will not ſcruple, either ſeparately or conjointly, by any means whatever, to deprive her of acquiſitions of ſuch infinite importance.

Thus evidently doth it appear, that there is a native power now in India which may be conſidered as great, and at this very time extremely formidable to the Company; being maſters of a great part of India, and by late acquiſition in actual poſſeſſion of the greater part of Oriſſa, which they now hold as a pledge, and which, to be re-obtained, muſt in effect be purchaſed by the payment of arrears; and the Company's ſervants muſt likewiſe be ſureties for the payment of an annual tribute in future of *two hundred thouſand pounds*, only becauſe demanded of them by a neighbouring Indian nation.

Such is the preſent ſtate of the Britiſh dominions in Bengal, entruſted to the care of the Eaſt India Company, whoſe government there is rendered hateful to the natives by oppreſſions, has occaſioned deſertions of many of the people, is in general odious in India, diſguſting to and envied by many of the powers of Europe, and tyrannical in the extreme towards their reſident fellow-ſubjects: from all which circumſtances, let the impartial and judicious be judges of the degree of ſecurity the ſtate can have in thoſe poſſeſſions, ſhould oppreſſive conduct and ill policy be longer ſuffered to prevail.

CHAP.

CHAP. II.

ON THE MOGUL EMPIRE, BEFORE THE INVASION OF NADER SHAH.

TŒMOOR BEG, otherwiſe called Tœmoor Lung, or Tamerlane, invaded Hindoſtân about the 1397th year of Chriſt, or the 800th of the Higera, where he was guilty of abundant ravages and murders; but ſoon retired to his own country, and never viſited India more.

It was not till about the year 1525, that Baber, one of his deſcendants, got poſſeſſion of Dehly, ſeated himſelf on the throne of Hindoſtân, and properly eſtabliſhed the Mogul empire in India; the duration of which has not much exceeded two hundred years, with various degrees of fortune, figure, and proſperity.

The principles of the Mogul government were however ſo moderate and mild, that while the empire did continue to flouriſh, it certainly muſt have been more owing to the prejudices and peculiarities of the people, than to any faults in their rulers, that they did not grow powerful in proportion to their proſperity. As the Court of Dehly always appeared ready to give every kind of encouragement to the commercial intercourſes of other nations with the natives of Hindoſtân, we may reaſonably ſuppoſe they would have been equally ready to favour any commerce, which their own ſubjects had diſcovered an inclination to proſecute with diſtant countries, eſpecially as all ſcruples of a religious nature muſt have been entirely out of the queſtion: for the Chriſtian could not have been more offenſive than the Hindoo religion to a Mahomedan government. But indeed it does not appear, that they ever much concerned themſelves about the religion either of their own Indian ſubjects, or of thoſe who traded with them. All people who went to deal in India found welcome and indulgence from the Sovereigns of the country: from which practice we may infer, that they would as willingly have encouraged a ſpirit of Commerce as of manufacturing in the natives of India; to which they probably had not unfrequently been invited by the ſovereigns of many other countries. Such was at leaſt the caſe with reſpect to England; for both Queen Elizabeth and her ſucceſſor did give them ſuch encouragement. And as ſuch would have been the beſt means that could be deviſed for eſtabliſhing in their country a maritime power, which muſt equally have added to their political importance and national ſtrength, (both of which were always favourite

favourite objects to Mahomedan governments) they would from policy have been inclined to favour ſuch undertakings. And we may the more readily ſuppoſe them capable of comprehending a ſyſtem of policy like this, as we know their right ideas of the advantages reſulting from manufacturing, induced them to give every encouragement to the practice, even in ſome inſtances, conſiderably to the leſſening of their own revenues by ſo doing.

The lands of Hindoſtân were principally the property of the Moguls, and almoſt the whole of their income aroſe from the rents of them; the reſt of their revenues conſiſting of little elſe than a few low-rated port and inland duties. Yet ſo very attentive were they always to the manufacturing intereſt, and of courſe to the welfare and proſperity of their people, that in the proſperous times of the Mogul government, the rents of their lands were always kept extremely low; though of late years the rates * of them may at leaſt in Bengal be ſuppoſed to have doubled. The ancient laws of Hindoſtân indeed prohibited any advancement of the rents of the lands on thoſe who really occupied them; nor could the agreements be violated that were made with ſuch tenants, ſo long as they continued the regular payment of their rents: which ſurely may be conſidered as remarkable inſtances of royal attention to the welfare of the ſtate, the happineſs and effectual protection of the people, and of extraordinary moderation in a government that was deſpotic, eſpecially in ſo intereſting an object as that of the revenue, and even the principal part of it: for thoſe rents were made to anſwer almoſt every purpoſe of taxation for ſupporting the eſtabliſhments of a ſplendid court and great empire. Such was the wiſe and benignant internal policy, and ſuch were the humane and juſt laws of the Mogul government.

By ſuch judicious regulations, proviſions were rendered cheap: and as there were no kinds of burthenſome levies on the people of Hindoſtân, the rates of all labour were conſequently very low; ſo that manufactures were thereby made ſo favourable in prices, that they forced their own ſale in the remoteſt regions of the globe; which cauſed ſuch treaſures to ſtream from all quarters into thoſe countries that produced them, as kept Hindoſtân enriched, beyond comparative example in the records of time. A quick ſucceſſion, however, of rapacious maſters

* See a LETTER from Mr. SYKES to the SELECT COMMITTEE at CALCUTTA, No. XXXIX. in the APPENDIX, page 140. And likewiſe Mr. HOLWELL's LETTER to the BOARD of DIRECTORS in LONDON. Dated December 1765. HISTORICAL EVENTS, Part I. page 222, &c.

It may be proper juſt to mention here what will be enlarged on hereafter; that there were two ways of paying thoſe rents, according to ſtipulations. One by a fixed value in money, as rent is now paid in this kingdom; the other by a part of the products of lands, paid in money, according to the rates of the markets when due.

ſince,

ſince, with a total change of policy and practice, have of late years been as rapidly impoveriſhing thoſe countries again.

So likewiſe, in order to encourage the purchaſe of ſuch manufactures, thoſe Princes manifeſted equal wiſdom and generoſity in granting to foreign traders their royal firmauns * of exemption from the payment of all duties; which was leſſening another branch of the revenue, for the generous purpoſe of promoting public proſperity, and the reverſe of what was ever practiſed either by ignorance or tyranny.

It muſt then have been the fault of the Hindoo people, and not of their Mahomedan government, that India did not many ages paſt figure as much in commerce abroad as in manufacturing at home; and ſhe would thereby not only have acquired the valuable arts of the weſtern nations, of many of which ſhe is yet much in want, but likewiſe what would have been above all, probably ſuch maritime power † as might have effectually protected her againſt any nation on that element.

But

* Exemptions from ſuch duties, to favour a beneficial trade that was carried on by foreigners, were certainly wiſe meaſures; as were likewiſe the fixing of low import-duties on things neceſſary or uſeful; and more eſpecially when they ſerved to promote a mutual traffic, which, upon the whole, had been experienced to be extremely profitable. But on the contrary, nothing can be more abſurd than to value a trade, however loſing on the balance, for the import-duties, or internal taxes which it is made to occaſion conſumers to pay; becauſe direct or indirect national profit ſhould be the only public end in view, from either proſecuting or encouraging any kind of foreign commerce.

Yet it has not been uncommon to hear the value of the India trade of this kingdom eſtimated by the duties and taxes which government has been enabled to levy on ſuch commodities, imported from Aſia to be conſumed *in this country*; which is judging contrary to every principle of ſound policy. Suppoſe, for example, we paid yearly a million balance to India, for tea, coffee, callicoes, muſlins, wrought ſilks, and other articles of luxury which we could well do without, in order to enable government annually to raiſe two millions by taxes on the people; government would, in ſuch caſe, be actually purchaſing thoſe powers of taxation at fifty *per cent.* loſs to the ſtate, beſides injuring the induſtry of the nation in an equal degree: for manufactures to anſwer all the purpoſes of thoſe ſo imported, and even coffee, might be produced in the Britiſh dominions. As for tea, we had better not conſume it at all; becauſe it is expenſive in the purchaſe, and many ways hurtful in its uſe. It ſhould therefore be thought the reverſe of good policy to encourage unneceſſary or pernicious imports, merely for the ſake of the duties and taxes on them which are paid by conſumers *at home*; becauſe ſo much as the people are able to pay to government might be drawn from them by means that would neither prove hurtful to themſelves, or injurious to the ſtate.

† Had there been ever any material maritime ſtrength in India, which would really have been contrary to the genius of that country, it muſt have been impoſſible for the Portugueze either to have acquired or kept poſſeſſion of the territories which they ſo long held in Hindoſtân; for they were always in a ſtate of religious war with the natives, and never able to ſupport a conſiderable navy. And yet, that they did loſe their ſuperiority in Aſia at laſt, was in no degree owing to any power in the Indians, but to their ſubjugation to Spain, with which nation the Dutch were then deſperately contending even for exiſtence as a people. Perhaps the greateſt maritime power ever

But ſo entirely did the principles and manners of the Hindoos prevent their viſiting foreign countries, that, not only all their diſtant maritime commerce, but even their traffic by caravans from the back parts of their own country, together with moſt of their coaſting, and much of their inland trade, were proſecuted by foreigners: to which cauſes muſt have been greatly owing their weakneſs in paſt times, and their preſent miſerable ſubjugation to a body of the trading ſubjects of one of the moſt diſtantly-ſituated potentates on the globe. Indeed a free intercourſe with remote countries would not have leſs tended to ſtrengthen them as a military than a maritime power, becauſe all the great improvements which, in late ages, have been made in the art of war, were of European invention, as hath likewiſe been the caſe with reſpect to other uſeful arts.

To the peculiar religious principles and conſequent reſerved manners of the people, therefore, may be attributed the continual weakneſs of Hindoſtân; and to the exceſs of their extreme deſpotiſm has been owing the inſtability of their governments. Tyranny was never long ſecure in any country but Germany; and there, by compact, it has been rendered conſtitutional: a confederacy of military deſpots having engaged to be the ſupporters of each other.

Wealth in other countries is uſually conſidered as the foundation of power; but in Hindoſtân it has proved otherwiſe: it has there rather been the ſource of weakneſs. The very idea of deſpotiſm with riches, is apt to occaſion indolence: and with great delegated power ſervants ſoon grow to be maſters of thoſe whom they appear to obey; of which the Hiſtory of Hindoſtân abounds with ſtriking examples. But that the Mogul empire, in the days of its ſplendor, was one of the moſt extenſive and rich that the world has ever known, was always believed, and of late has been made evident by many writers, from indiſputable authorities.

The moſt authentic account that has been publiſhed of the revenues of this empire, while in its flouriſhing ſtate before the invaſion of Nader Shah, is of the reign of the Emperor Aurengzebe *, who died in the year 1707; when the annual revenues are ſpecified to have amounted to

ever belonging to Hindoſtân was that of *Angria*, who (as Groſe informs us in his voyage to India, page 130.) had the preſumption to demand a yearly tribute of twelve lacks of rupees, or an hundred and fifty thouſand pounds ſterling, from the Engliſh company, to let their ſhips paſs unmoleſted: and yet we ſaw his whole power very ſpeedily and effectually deſtroyed during the late war, by Admiral Watſon, with but few ſhips.

* See Mr. JAMES FRASER's HISTORY of the MOGUL EMPERORS, page 35.

thirty-

thirty-seven millions, seven hundred twenty-four thousand, six hundred and fifteen pounds sterling *, the Sûbahs, or greater governments being rated as follows.

Sûbahs.	Dāms.			Pounds Sterling.		
Dehly	1,221,950,137			3,818,594	3	6
Agra	1,146,760,157			3,583,625	10	0
Azmeer	652,345,362			2,038,579	5	0
Illahabâd	456,543,248			1,426,697	13	0
Panjâb	826,132,107			2,581,661	16	8
Audih, or Owd	322,327,829			1,007,274	10	0
Multân	214,442,936			670,134	3	6
Cabool	161,039,354			503,248	0	0
Cashmeer	229,911,397			718,473	2	4
Guzerât	607,849,135			1,899,529	3	6
BENGAL	524,636,240	L. 1,639,488	5 0			
BAHA'R	407,161,000	1,272,378	2 6			
		2,911,866	7 6			
ORISSA	142,820,000	446,312	10 0	3,358,178	17	6
Scind	91,816,810			286,927	10	0
Dowlatabâd	1,034,945,100			3,234,203	9	0
Malvâ	403,901,658			1.262,192	13	6
Berâr	614,025,000			1,918,828	2	6
Khandeish	448,630,000			1,401,969	0	0
Bedr	372,974,370			1,165,545	0	0
Hyderabâd	1,113,360,000			3,479,250	0	0
Vizapore	1,078,305,000			3,369,703	2	6
Dāms †	12,071,876,840	L. Sterling		37,724,615	2	6

Every person well acquainted with Hindostân will allow, if the above sum found its way into the King's treasury at Dehly, that it may, with great moderation, be admitted, twice that sum at least was collected from the tenants, or husbandmen, as will be made to appear evident to the

* In the account of the embassy of Captain William Hawkins to Dehly, it appears the yearly revenue of the Mogul, Shah Seleem, son and successor of the great Akbur, in the year 1610, was rated at fifty millions sterling; and Sir Thomas Roe, another of King James's ambassadors to the Mogul, afterwards confirmed that estimation: but the provinces which were then possessed by the Mogul are not enumerated. See Purchas's Pilgrimes, printed at London 1625 and 1626.

† The land revenues were computed at the court of Dehly by dāms, which are here reckoned, according to Mr. Fraser, at forty for each standard, or sicca rupee, and each rupee at two shillings and six-pence.

 reader

reader in a following chapter, which will treat of the revenues and methods of collecting them in thoſe countries.

Mr. Holwell, formerly Governor of Bengal *, aſſerts, that "the revenues of the lands are very nearly in a quadruple proportion to the rents of them." We are therefore certainly ſecure in eſtimating them at only half that value; by which calculation we have the ſum given us of upwards of ſeventy-five millions four hundred thouſand pounds ſterling, for the annual produce of the farmed lands of the Mogul empire in Hindoſtân about the year 1707.

In further proof of the late grandeur of this empire, it will not be foreign to our purpoſe to put the reader in mind of ſome circumſtances, as related by others †, attending Nader Shah's invaſion of Dehly about the beginning of the year 1739.

The throne of the then emperor, Mahomed Shah, known throughout Hindoſtân by the name of *Tukhte-Taoos*, or the Peacock Throne, as taken by that invader, was valued at ten crores of rupees, or about twelve millions and a half ſterling; which, together with the other regalia, treaſure and valuables that Nader and his nobles carried away with them, amounted, in the whole, to no leſs than from ſeventy to eighty millions ſterling. The computation of the damage otherwiſe done to the capital and its inhabitants on this occaſion would ſcarcely be believed, if it was not ſo well vouched by Mr. Fraſer in his tranſlation of Mirza Zuman of Dehly's very particular journal of the tranſactions of that period, and alſo by the concurrent teſtimonies of many reputable perſons ſtill living in Hindoſtân.

The foregoing particulars, it is hoped, will be deemed ſufficient for our preſent purpoſe of ſhewing, in a compendious view, what have been the revenues and ſplendor of this empire, even at ſo late a period of time as hath been mentioned. If any one would wiſh to ſee a more particular account of the riches and magnificence of the court of Dehly, when in its proſperity, let him read the accounts of Monſieur Bernier ‡, who was an eye-witneſs of what he relates of Aurengzebe's court.

With reſpect to the ſtate of Juſtice in the Hindoo governments, we might be induced to form the moſt romantic notion of it from the ingenious performance of the writer before quoted, who, from having been many years in the Eaſt India Company's ſervice, and for ſome time their

* HISTORICAL EVENTS, Part I. page 219. By *Revenues* is here meant the ſum paid to the ſovereign; and by *Rents*, the ſum collected from the original cultivator of the ſoil.

† See DOW's HINDOSTAN, the firſt edition, page 26 of the *Appendix*: and ORME's INDOSTAN, page 23 of the Diſſertation. See alſo LETTRES EDIFIANTES, *Paris* edition 1741, Vol. 25, pages 444, 452, &c.

‡ VOYAGES de FRANÇOIS BERNIER, printed at *Amſterdam* 1699.

Governor

Governor in *Bengal*, might reaſonably be ſuppoſed to have had good intelligence. Speaking of *Biſſenpore*, the dominions of Gopaul Sing, a Râjah to the weſtward of Burdwân, who was then ſaid to have preſerved the antient independence of his country, Mr. Holwell ſays *, "In this diſtrict are the only veſtiges of the beauty, purity, piety, regularity, equity and ſtrictneſs of the ancient *Hindoſtân* government. Here the property as well as the liberty of the people are inviolate. Here no robberies are heard of, either private or public: the traveller, either with or without merchandize, on his entering this diſtrict, becomes the immediate care of the government, which allots him guards, without any expence, to conduct him from ſtage to ſtage; and theſe are accountable for the accommodation of his perſon and effects," &c. &c.

But whatever may have been the ancient ſtate of that country, there are others in England who have long reſided in many parts of India, and do not remember ever to have *ſeen* in any part of *Modern Hindoſtân*, which they have traverſed, ſo much as one example of ſuch purity of manners as this gentleman here mentions; though, from evidence that ſhould be thought indiſputable, it may be admitted, that there is no reaſon to think the natives of Hindoſtân have not in former times been as virtuous and happy as any people whomſoever.

With regard to later times, another modern writer on this ſubject, aſſures us †, "that the laws of Hindoſtân were wiſely inſtituted as barriers againſt oppreſſion, and continued in force till the invaſion of Nader Shah; *till* when there was ſcarce a better adminiſtered government in the world. The manufactures, commerce and agriculture flouriſhed exceedingly; and none felt the hand of oppreſſion, but thoſe who were dangerous by their wealth or power. For, *till within theſe very few years*, merchants were no where better protected, nor more at their eaſe than under this government: nor is there a part of the world where arts and agriculture have been more cultivated, of which the vaſt plenty and variety of manufactures, and the rich merchants were proofs ſufficient."

During the Mogul government, though they had no laws in Hindoſtân like Engliſh acts of parliament, they had various books, written by learned and religious men, containing collections of the Mahomedan immemorial uſages and cuſtoms, founded on reaſon and the Korân, which, as in other countries, may be properly called their civil and

* HOLWELL'S HISTORICAL EVENTS, Part I. pages 198 and 199.

† LUKE SCRAFTON'S Reflections on the Government of Hindoſtân. Printed 1770, pages 24, 25 and 26.

 religious

religious laws; particularly thoſe written, or compiled by Baha al Deen Mahomed Aumly, Malek Shafee, Hanbal, and Abul Haneefa; by which the officers of the government were uſually guided in their deciſions. In caſes not capital or criminal, where Hindoos, or Gentoos alone were concerned, particularly in affairs of their caſts, or tribes, which are of the moſt conſequence to Hindoos, the matters (excepting where the Mahomedan Governor or the Kâzy were more than ordinarily bigotted) were generally left to their own Brahmins to be decided according to their Shâſtrôs, or ancient Scriptures, of which, as before obſerved, we have but little knowledge; and, upon deciſion, a certain duty or fine was levied for the government.

The tenaciouſneſs of the Hindoos to their own ancient cuſtoms forced the new comers to this expedient; for as, on the one hand, it was impoſſible that Mahomedans could conform to the cuſtoms of the Hindoos, ſo, on the other, it was equally impoſſible for the Hindoos, from the peculiarities of their own civil and religious conſtitution, to adopt the manners and cuſtoms of the Mahomedans, or to receive thoſe invaders into their caſts or tribes. But whatever expedient might have been adopted to leſſen the great confuſion and diſorder which muſt naturally have been introduced on the mixture of two nations ſo widely different in every religious and political ſentiment, it is certain, as we may judge from preſent experience, that nothing could prevent therefrom a corruption of manners.

All the offices and forms of government at the Court of Hindoſtân, during the empire of the Moguls, have ever been imitations of the Perſian, as the names of them evince; to the keeping up of which, the conſtant ingreſs of adventurers from that kingdom, who generally met with a favourable reception at Dehly, muſt greatly have contributed. Thoſe, therefore, who are deſirous of knowing what the Hindoſtân government, as inſtituted by the Moguls, ſhould be, if the original were well imitated, may ſee it in the Chevalier Chardin's * very particular account of Perſia.

Hindoſtân is in many places greatly favoured by nature for commercial advantages; and the provinces of BENGAL, which are the more immediate objects of our conſiderations, above all others. This Sûbah of the empire, which was emphatically ſtiled by the Emperor Aurengzebe, *The Paradiſe of Nations*, ſpontaneonſly produces, in great abundance, almoſt every thing requiſite for the ſupport and even high enjoyment of mankind. No country can be better watered, by a variety of

* Voyage en Perſe, du Chevalier Chardin.

conſiderable

conſiderable ſtreams falling into or *from* the great rivers *Pudda* and *Brimhaputre*, which render the inland navigation very extenſive and convenient for the purpoſes of trade †. This great facility of obtaining water, and the natural fertility of the ſoil, every where aſſiſted by the periodical rains from May to September, render the cultivation of the earth an inviting taſk, and ſo eaſy as to afford the huſbandman great leiſure for application even to the arts of manufacturing.

Dehly, without the aid of ſilver or gold mines, was in her times of proſperity a receptacle into which the gold and ſilver of the greateſt part of the world had been flowing by regular channels for ages, till foreign invaders interrupted its courſes. This great influx of wealth was owing, firſt, to the extraordinary fruitfulneſs of the dependent dominions; ſecondly, to the ſober induſtry of the inhabitants, either applied to agriculture, which was greatly encouraged, or to manufacturing thoſe commodities which have for many ages been in eſteem throughout the world; and, thirdly, to the ſtrong protection that was granted to merchants.

The encouragement of foreign and domeſtic trade was more particularly neceſſary in the Sûbah of Bengal, which, not containing mines of diamonds, gold, or ſilver, depended ſolely upon its manufactories for that very large balance of trade in its favour, which alone could enable it to pay ſo conſiderable a tribute, as hath been ſhewn, annually to the court of Dehly. Accordingly, as Mr. Scrafton hath expreſſed it, "*till* "*of late years*," inconceivable numbers of merchants, from all parts of Aſia in general, as well as from the reſt of Hindoſtân in particular, ſometimes in bodies of many thouſands at a time, were uſed annually to reſort to Bengal with little elſe than ready money, or bills, to purchaſe the produce of thoſe provinces. The cauſes and effects of the unfortunate failure of ſuch commerce ſince, will hereafter be made appear.

† The *Indians of Bengal formerly* carried on a conſiderable trade by ſea, and had ſome ſort of maritime power, as we read in many parts of Purchas's Collection; particularly, in the year 1607, an account is given of a fleet from the King of Bengal having invaded the Maldivia Iſlands. It is moſt probable that this fleet was compoſed only of coaſting boats, ſuch as are ſtill built in ſome parts of the Bay. But whatever might be the ſtate of ſuch navies heretofore, it is certain that the Indians have not figured in the maritime way ſince the Portugueze found their way among them round the Cape of Good Hope. However, the late Angria, whom we have before mentioned, at Gheria on the Coaſt of Malabar, gave many ſignal proofs of what might be done, even by an Indian navy, in Indian ſeas, under the direction of only one able man; and our Eaſt India Company may perhaps repent the ſurrender of that port, which they ſo imprudently and eaſily gave up to the Marahtahs.

CHAP. III.

On the STATE of HINDOSTAN, ſince the total SUBVERSION of the EMPIRE; and the preſent condition of the PRINCE whom we now call the GREAT MOGUL *.

AFTER the picture exhibited in the preceding chapter, nothing can afford a more ſtriking example of the inſtability of human power than the contraſt which will appear in this.

From authors who have particularly treated of this ſubject, it is too well known to need being enlarged upon here, that after the invaſion of Nader Shah, in the year 1739, an imbecility ſucceeded, which ſoon diſmembered the empire, under the then Emperor Mahomed Shah. Every Subahdâr, or governor of a province, regardleſs of the Firmauns from the Court of Dehly †, ſet up for himſelf, and murderers and uſurpers ſoon aboliſhed all laws and eſtabliſhed uſages, and ſpread devaſtation and miſery throughout the empire. "The ‡ country was "now torn to pieces by civil wars, and groaned under every ſpecies "of domeſtic confuſion. Villany was practiſed in every form; all "law and religion were trodden under foot; the bands of private "friendſhips and connections, as well as of ſociety and government, "were broken; and every individual, as if amidſt a foreſt of wild "beaſts, could rely upon nothing but the ſtrength of his own arm."

From the time of the Emperor Aurengzebe, there had been many princes of the blood kept in priſon at Dehly; from whence, in ſucceeding times, they were ſometimes taken out and raiſed to nominal dignities, only to be made uſe of upon occaſion, as the uſurpers found convenient § for their own ambitious views; and in this imbecile ſtate

* We make uſe of this title as being beſt known in Europe, tho' it appears to have been adopted on no other authority than that of the French miſſionaries, who, in the firſt publications of their travels to the Eaſt, have been pleaſed to ſtile him the Grand Mogul. There is not the ſanction of any authority for it, from any appellation or title at any time given this monarch in the empire, where he is called ſimply Shah, or Padſhah, in Perſian meaning King.

† The Moguls have at different times reſided at other favourite cities, as Azmeer, Canouge, Agra, and Futtehpoor; but the rites of coronation have been always performed at Dehly, as well as in general all acts of government. *Purchas.*

‡ DOW's HINDOSTAN. Appendix, page 57.

§ The Hindoſtanners have had frequent examples in Perſia of this treatment of kings for private purpoſes ſince the time of Nader Shah. See LETTRES EDIFIANTES, Vol. 28, page 227.—In a letter from Pere Grimod, dated at Iſpahan the 20th Auguſt 1750. "Depuis la "mort de Nader Chah, il y a en cinq Rois, trois ont été maſſacrés, le quatrieme aveuglé, "le cinquieme a été proclamé depuis peu. C'eſt un enfant. Il n'a été fait Roi, dit on, que "pour la mônstre et pour donner occaſion à ceux qui l'obſedent de tirer des ſommes con"ſiderables des villes éloignées."

of

of the government, the Emperors themſelves became the tools of their own traitorous officers. Thus the Omrah, Gazi al Deen Khawn, who was Búckſhy of the empire, or paymaſter of the troops, in the year 1753, dethroned his maſter the Emperor Ahmed Shah, who was the ſon and ſucceſſor of the before-mentioned Mahomed Shah; from which period the Mogul empire with the greateſt propriety may be conſidered as totally ſubverted and not exiſting. From that time, whatever pretenders there have been to the title, there has been properly no Emperor; almoſt all the provinces which were then tributary to Dehly having been diſunited, and become ſo many ſeparate, independent governments.

The rebellious Omrah, Gazi al Deen Khawn, after dethroning his Sovereign, ſent him to priſon, where the ſeveral other Princes of the royal blood were alſo kept confined; and he afterwards obliged a ſurgeon who had been long in the Emperor's ſervice, named Yacoob Jan, and who is now retained in the employ of Mahomed Reza Khawn at Murſheda-bâd, to put out his Majeſty's eyes.

At the very time this rebel put out his maſter's eyes, he took another Prince, named Yaz al Deen, out of priſon, whom he placed nominally upon the throne of Dehly, by the name of Allum Gueer; and after having uſed this prince as an inſtrument till he found him grow troubleſome, he then laid a ſnare for him, and ſome time in the month of December 1759, had him aſſaſſinated.

After the murder of Allum Gueer, the ambitious Gazi al Deen Khawn took another prince out of priſon, and placed him in like manner on the throne of Dehly, by the name of Shah Jehān; but the ambitious views of this traitor being defeated on the invaſion of the Dehly provinces, engaged in by the Marahtahs in the year 1761, he then thought fit to retire from the ſcene of public villainy, and fled into the country of the Jates.

The mock Emperor, Shah Jehān, having ſat in ſhadowy greatneſs but a few weeks on the throne of Dehly, was ſuddenly depoſed, and again impriſoned by the conquering Marahtahs; who in his ſtead placed on the thrown JEWAN BUKHT the eldeſt ſon of ALLY GOHAR, another prince of the line of Tamerlane, whom Gazi al Deen had, among the reſt, kept a ſtate priſoner. This Prince, ALLY GOHAR, who is the eldeſt ſon of the before-mentioned Allum Gueer, is the ſame whom the Engliſh Eaſt India Company afterwards *created* EMPEROR OF HINDOSTAN.

Akhmet Abdalla, chief of the nation now called Durannies, or Abdallas, a native of Candahâr, who had raiſed himſelf from being a Chubdâr of Nader Shah's, and in the confuſion which enſued upon Nader's

Nader's death, had uſurped all the northern provinces ceded to Perſia by Mahomed Shah, was at this time grown very powerful. He had already once invaded Hindoſtân, and fought ſeveral battles with the Marahtahs, with whom the contention in fact was, who ſhould place a King on the throne of Dehly, as a tool of their own. Upon his ſecond invaſion of Dehly he gave them a total overthrow, on the 8th of February 1760: but was pleaſed to confirm the appointment made by the Marahtahs of the young Jewān Bukht to the throne, now circumſcribed in authority to the provinces of Dehly; and after ſettling the annual tribute to be paid by the young nominal King, for the provinces thus conferred upon him, and putting him under the guardianſhip of a Rohilla Chief, one of his own creatures, named Nigib al Dowlah, Abdallah returned to his own country.

In the mean while, that is, ſome time in the year 1758, the before-mentioned Prince, ALLY GOHAR, had found means to eſcape from the priſon in which he and ſeveral brothers had been born, at Dehly; and it was his good fortune at laſt to fall into better hands than his predeceſſors had done, thoſe of the Engliſh Eaſt India Company. But it was not, however, till after the unfortunate Prince had received many rebuffs, and experienced various calamities, that the Engliſh Company condeſcended to *create him their* GRAND MOGUL.

After his eſcape from priſon, he led a vagrant kind of life for about nine months, till he was drawn into a ſnare by the famous Gazi al Deen, and again confined. By an act of gallantry he freed himſelf from this ſecond confinement, and ſought refuge with a Marahtah Chief, named Ittul Row, who protected him for ſome months, plundering the country in his name. Tired of his ſituation with this Chief, he next betook himſelf to the before-mentioned Rohilla Chief, Nigib al Dowlah, at Secundra; who, not chooſing to engage in his ſchemes, was ſoon quitted by him, and he went over to Sujah al Dowlah *, Subahdâr of Owd, who alſo preferring the independence which the confuſion of the empire had given him, made the Prince Ally Gohár a ſmall preſent, and deſired him to quit his dominions.

Our wandering Prince, who was alſo known by the name of Shahzada, during the life of his father, Allum Gueer, next took refuge with Mahomed Kuli Khawn, Nabôb of Illahabâd, with whom he concerted a plan for invading and taking poſſeſſion of the territories of

* The ſame who in 1764 was conquered and driven out of his dominions by the Engliſh Company, ſome time before the arrival of Lord Clive at Calcutta, by whom he was afterwards reſtored.

Bengal,

Bengal, having for that purpoſe ſome time before had the caution privately to obtain from his father a grant of that Sûbahſhip, as a royal favour.

Accordingly an army of deſperate adventurers and diſaffected Zemindárs being collected together, about the end of December 1758, they marched from Illahabád towards Bengal, to take poſſeſſion of thoſe provinces which, in fact, the Engliſh Eaſt India Company's Governor, then Colonel Clive, had in June 1757 taken from the Nabôb of Bengal, Serajah al Dowlah, and conferred on one of his officers named Meer Jaffier Ally Khawn.

Our Prince was very unſucceſsful in this expedition; and ſo little reſpect did the Engliſh in Bengal hold him in at this period, that Colonel Clive, at the requeſt of his new made Subahdár Jaffier Ally Khawn, marched to * puniſh thoſe Râjahs "who *had dared to join him.*" The Prince repreſented to the Colonel in a very pathetic letter, "that "he had no intentions againſt Meer Jaffier's life or *government*; that all "he aimed at was an army to make head againſt the Vizier; and that "if it pleaſed God to favour his cauſe, the Colonel might command "any advantages for the Company or himſelf." Colonel Clive having communicated this to the Nabôb's ſon and miniſters, it was on all hands agreed, that "it would be dangerous to have a Prince of the "blood in any of the provinces. The Colonel therefore ſent back the "meſſenger with a reſpectful letter and a preſent of about *one thouſand* "*pounds ſterling*; which behaviour ſo charmed the Prince, that he ſent "word to Colonel Clive he would force himſelf under his protection, "and dare him *to deliver him up*; but the Colonel was neceſſitated to "anſwer, that *he acted under the Subahdár Jaffier Ally Khawn's orders*, "and would therefore by no means adviſe him to put himſelf in *his* "power. Whereupon our Prince was obliged to ſeek ſome other refuge; "and the Colonel, to intimidate the neighbouring powers from ever "diſturbing the Bengal provinces again, thought fit to ſhew his reſentment to Sujah al Dowlah (who had aſſiſted the Prince) by repreſenting "to him, that as he could not but know the inviolable friendſhip ſubſiſting between him and Meer Jaffier, he wondered he ſhould preſume to ſend forces into *his country*; that if he ſtill perſiſted in "ſentiments of enmity, he ought to own it frankly; in which caſe he "(Colonel Clive) would march up again after the rains, and appeal to "the deciſion of the ſword."

It was not convenient to the Engliſh in Bengal at this time to acknowledge the authority of this Prince. It may not however be amiſs

* See Mr. LUKE SCRAFTON's Letters, entitled, *Reflections* on the *Government* of *Hindoſtân*, Pages 117, 118 and 119.

now to turn our eyes to the other ſide of India, and ſee the uſes made of GRAND MOGULS by the Company on the Malabar Coaſt, in the curious reaſons given by Mr. Spencer, afterwards Governor of Bengal, in an apology to THE MOGUL, for taking his Majeſty's port and city of Surat in the year 1759. As an extract would do injuſtice to the ſubject, we beg leave to refer the reader to the bottom of the page for the copy at large of Mr. Spencer's repreſentation * to the Mogul on the occaſion.

Things continued quiet in Bengal for a ſhort time; but in the year 1760 the Prince renewed his attempts on thoſe provinces; and though

* A REPRESENTATION made to THE MOGUL by JOHN SPENCER, in behalf of the Honourable Engliſh Eaſt India Company, 1759.

" That by virtue of royal Firmauns of your Majeſty's predeceſſors, the Engliſh hitherto " enjoyed favour at Surat, and carried on their buſineſs in a reputable manner, till in theſe " days, that the Siddees uſurping an undue authority in the town, uſed it to the ruin of the " city in general, *the lives and properties of your Majeſty's ſubjects being made light of by them, and* " *they even proceeded ſo far as to take away the lives of Our people*, in direct breach of your Ma- " jeſty's Firmaun; and in ſhort, inſtead of being the protectors of the place, became the op- " preſſors of it to ſuch a degree, that the juſt orders of your Majeſty were no ways regarded " in this city by their means; and things were come to this paſs, that though in conſideration " of the *Tunkhaw* † the Siddee was to protect the Bar, yet ſo far was he from doing it, that for " many months paſt a large fleet of Sancrajee Punt's (Ballajee Row's Naib) entirely ſhut up " the Bar, as did a large land-force by land, to the infinite detriment of the place and inhabi- " tants in general, without the Siddee's interfering therein; *and there was the greateſt reaſon to* " *believe, that unleſs ſome ſpeedy and vigorous meaſures had ſoon been purſued, your Majeſty's famous* " *city of Surat, the only port of good Muſſulmen to the tomb of your prophet, would have been brought* " *to ſhame.* In ſuch circumſtances, the eyes of the whole town were caſt *on us*, as the only " perſons of force ſufficient to ſave the city from the calamities that it then felt, and was ſtill " further threatened with; and in conſequence of their ſolicitations *to me, though our buſineſs* " *in theſe parts of the world is only to trade and merchandize, and we are not deſirous of taking or* " *governing cities or countries*; yet as all the inhabitants of this place, great and ſmall, were car- " neſtly deſirous of it, *and I ſaw it was for the good of the place*, I wrote to the General of Bom- " bay on the ſubject, in ſuch manner, that at an immenſe expence he ſent hither, in Our " King's ſhips, a great force of good and experienced men, with a large quantity of artillery " and other warlike ſtores of all ſorts, with which *I have had the happineſs to procure ſafety to* " *the city, and eaſe to the inhabitants, and have procured an intire currency to your Majeſty's orders* " *in the place, and your Majeſty's authority by all ways in our power will be preſerved* in this place " as it uſed to be; *and you will conſider the Engliſh as deſirous of obeying your orders*, ſuch being " the intention of the Governor of Bombay and myſelf, whoſe whole power will be uſed to " maintain the caſtle, *that we have poſſeſſed ourſelves of for your Majeſty*, and to preſerve the " Bar and ſea open againſt all oppoſers, *on your behalf*; for we ſhall not apply the Tunkhaw " you have granted for this purpoſe to others, as has hitherto been the caſe, and ſince our " having done this, the enemies that ſurrounded the place both by ſea and land, to its great " prejudice, have been removed. We are always ready for the ſafety of the caſtle and city, " with its inhabitants, and therefore hope for your Majeſty's favour in behalf of the Honour- " able Engliſh Company, for whoſe good ſervices on this occaſion I muſt refer your Majeſty " to the repreſentation of the inhabitants of the place." See *an Account* of the *War* in *India*, by *Richard Owen Cambridge*, Eſquire. 4to. 1761, page 226.

† The revenue appropriated by the Mogul for maintenance of a fleet at Surat.

they

they always proved unſucceſsful, yet they kept the country in troubles for about three years; during which time he made ſeveral other offers to the Engliſh of *carte blanche*, as appears in a letter from Governor Holwell *, who ſucceeded Colonel Clive in Bengal, dated Calcutta, the 14th June, 1760, directed to the then Commander of the army. He was diſtreſſed and harraſſed to ſuch a degree during theſe campaigns, that on the 8th of February 1761, he was obliged to ſurrender himſelf to the Commander of the Britiſh forces, then Major Carnac, at Goyah, in the province of Bahár. During his intercourſe with the Engliſh, having received advices from Dehly of the aſſaſſination of his father Allum Gueer, he made them various offers, and repeated his propoſals to induce them to join him in his favourite ſcheme of obtaining the throne of Dehly; but finding that the Engliſh would do nothing for him, except the farce of their proclaiming him EMPEROR *at Patna*, he was obliged to ſeek ſome other refuge; and therefore about the 21ſt June 1761, he took his leave of the Engliſh, and that day quitted the Bahár province. But he afterwards had recourſe again to the Nabôb Sujah al Dowlah, who, upon this ſecond viſit, confined him and kept him a cloſe priſoner, making the ſame tool of him as Gazi al Deen, the Marahtahs and Abdalla reſpectively had done before of the other Princes of the blood.

About the end of the year 1763, the Engliſh having expelled Coſſim Ally Khawn from the Subahdâry of Bengal, that Nabôb had retired with his treaſure and ſome of his adherents into the dominions of Sujah al Dowlah, whom he at length perſuaded to join him in an attempt to recover his loſt Subâhſhip. Accordingly, in the month of February 1764, Sujah al Dowlah came down with a conſiderable force into the province of Bahár, and brought our Prince Ally Gohár with him. The Engliſh army then under the command of Major Hector Munro, met them at Bûxar, and on the 23d October 1764, after a very obſtinate battle, defeated and purſued Sujah al Dowlah into his own dominions. In his flight he left the Prince behind him, who once more threw himſelf on the Engliſh for protection.

The Engliſh Eaſt India Company from this period became poſſeſſed of Our Prince, and they did not any longer neglect to profit by the many examples before them, of making a proper uſe of him. It was

* See Mr. HOLWELL's LETTER to MAJOR CAILLAUD.—*India Tracts*, page 52.—"The "ſituation of the Prince at preſent is ſuch, that I am ſure he would readily and thankfully "hearken to an overture from us, and without heſitation grant a Firmaun, appointing the "Company perpetual Subahdárs of the province. His two Firmauns to me, as I before ad- "viſed you, offered *Carte Blanche* for the Company; and I dare ſay That to you was of the "ſame tenor."

fortunate for him, from his having at this time no friends to whom he could have recourſe with reliance for even mere perſonal ſafety, that there could be no neceſſity for his being actually confined in ſo abject a ſituation; nay his new guardians, who in every reſpect treated him with more kindneſs than thoſe who before had poſſeſſion of him, even allowed him, while he continued in their camp, a certain ſum for his daily ſubſiſtence. From this period we ſhall give this unfortunate man his newly acquired titles of "Emperor," "Grand Mogul," "Shah Allum the Invincible," or "King of the World."

The Engliſh were ſucceſsful in totally expelling the Nabôb, Sujah al Dowlah, from his dominions; and while it was yet uncertain how they would diſpoſe of his country, our Grand Mogul ſent a petition to the Preſident and Council at Bengal, which was tranſmitted to them by Major Hector Munro, dated from the camp at Banáras, the 22d of November 1764, of the Company's tranſlation of which, the following is an exact copy:

"If this country is to be kept, put me in poſſeſſion of it, and leave "a ſmall detachment of the troops with me, to ſhew that I am protected "by the Engliſh, and they ſhall be at my expence; that if any enemy "comes at any time againſt me, I will make ſuch connections in the "country, that with my own troops, and the afore-mentioned ſmall de-"tachment, will defend the country without any farther aſſiſtance from "the Engliſh; and *I will pay them of the revenues of the country what "ſum they ſhall demand yearly.* If the Engliſh will, contrary to their in-"tereſt, make peace with the Vizier *, I will go to Dehly; for I can-"not think of returning again into the hands of a man who has uſed "me ſo ill. I have no friends I depend on more than the Engliſh; "their former behaviour to me will make me ever reſpect and regard "them: now is their time to be in poſſeſſion of a country abounding "with riches and treaſure; *I ſhall be ſatisfied with whatever ſhare they pleaſe "of it.* The Rohillas were always enemies to the imperious Vizier: "they are all my friends."

The Preſident and Council of Calcutta having conſidered the Emperor's petition, reſolved that they would keep a part of Sujah al Dowlah's dominions for the uſe of the East India Company, and put his Majeſty in poſſeſſion of all the reſt. Accordingly a paper was drawn up, dated December 1761, and ſent up to Major Hector Munro, Com-

* This means Sujah al Dowlah, who, whilſt he had our Grand Mogul in his poſſeſſion, had created himſelf Vizier.

mander

mander in Chief of the army, with orders for him to get it executed by his Majeſty. The following is an exact copy of their tranſlation of this paper from the Perſian.

"In conſideration of the aſſiſtance and fidelity of the Engliſh Com-
"pany, which has freed us from the inconveniencies we laboured un-
"der, and ſtrengthened the foundations of the empire which God has
"given us, we have been graciouſly pleaſed to grant to the Engliſh Com-
"pany our royal favours, according to the following articles, which ſhall
"remain firm, both at preſent and in future.

"As the Engliſh Company have been put to a great expence, and
"their affairs expoſed to danger by the war with the Nabôb, Sujah al
"Dowlah, unjuſtly and *contrary to our royal pleaſure* waged againſt
"them, we have, therefore, aſſigned to them the country of Ghazipore
"and the reſt of the Zemindáry of Bulwant Sing, belonging to the Ni-
"zâmut of the Nabôb Sujah al Dowlah; and the regulation and go-
"vernment thereof we have given to their diſpoſal, in the ſame man-
"ner as it was in the Nabôb Sujah al Dowlah's. The aforeſaid Râjah,
"having ſettled terms with the Chiefs of the Engliſh Company, is ac-
"cording thereto to pay the revenues to the Company; and the amount
"ſhall not belong to the books of the royal revenue, but ſhall be ex-
"punged from them. The army of the Engliſh Company having
"joined our ſtandard, ſhall put us in poſſeſſion of Illahahâd, and the
"reſt of the countries, belonging to the Nizâmut of the Nabôb Sujah
"al Dowlah, and the revenues, excepting thoſe of Râjah Bulwant Sing's
"Zemindáry, *ſhall* be in our entire management and diſpoſal.

"As the Engliſh Company will be at a farther expence in putting us
"in poſſeſſion of Illahabâd, and the reſt of the Nizâmut of the Nabôb
"Sujah al Dowlah, we will therefore, as we get poſſeſſion, *grant to them*,
"*out of our treaſury*, ſuch a proportion of the revenues as the exigencies
"of our affairs will admit of; and when we are put in full poſſeſſion,
"we will reimburſe the whole expences of the Company in this buſi-
"neſs, from the time of their joining our royal ſtandard."

His Majeſty, as might be expected, very readily agreed to the contents of this paper; and accordingly, a few days after the receipt of it, that is, on the 29th December 1764, his imperial ſúnnud or firmaun * was iſſued, confirming the ſame. In conſequence of this agreement, his Majeſty was put in poſſeſſion of Illahabâd, and all the Subâhſhip of Owd, excepting the Râjahſhip, or Zemindáry of Bulwant Sing, at whoſe principal city of Banâras a factory was eſtabliſhed by the Governor and

* See this firmaun at large in the Appendix No. XIV. page 21.

Council

Council for the collection of the revenues, which were latterly fixed at twenty lacks *, or about 250,000 l. ſterling *per annum*.

Before the advices of this ſucceſsful ſituation of the Company's affairs could be received in England, the Eaſt India Company were greatly alarmed, and had appointed the Right Honourable Robert Lord Clive, as Governor andCommander in Chief, together with a Select Committee, who were ſent from England, furniſhed with ample powers to purſue whatever means they ſhould think proper to eſtabliſh the peace and tranquility of Bengal. Upon his Lordſhip's arrival in Bengal, on the 3d of May 1765, he actually found the general affairs of the Company, and of the ſettlements at Bengal in particular, in a more flouriſhing ſtate than they had ever been known; and that, in fact, there was nothing in the general out-lines of government for him and his Committee to do, from which either reputation or juſt emolument could be reaped, unleſs they cut out work for themſelves. They, therefore, reſolved upon aboliſhing the treaties then ſubſiſting, which had been ſolemnly entered into only two months before; and to model the commercial as well as political affairs of the Company upon an entire new plan †. Their motives for this alteration, which the Company will ever have reaſon to lament ‡, cannot with propriety be fully conſidered in this place: ſuffice it that we relate thoſe particular circumſtances which materially affected the affairs of the Prince of whom we are ſpeaking at preſent.

Among the alterations determined upon, this prince was to be deprived of that part of the Nizâmut of the Nabôb Sujah al Dowlah with which he had already been inveſted by a ſolemn treaty, and the Company was to give up the Zemindáry of Bulwant Sing, all of which were to be reſtored to the ſaid Nabôb, againſt whoſe wealth, as Mr. Dow || juſtly obſerves, the virtue of ſome of our revolutioniſts was by no means proof, upon his paying to the Company the ſum of fifty lacks of rupees, or about 625,000 l. ſterling. Our Grand Mogûl was likewiſe to be ſuppoſed to have been actually in poſſeſſion of the provinces of Bengal: under which ſuppoſition he was to give a paper granting to the Company, not only the office of the Dewannee § of thoſe provinces, but the

* This Zemindáry actually yielded to the Râjah at leaſt ſeventy-five lacks, or about 937,500 l. ſterling.

† See a comparative view of the different treaties in our ſixth chapter.

‡ It was this alteration of the Company's affairs, and the conſequences of it, which laid the foundation of all the inquiries and publications that have ſince laid open their affairs, which ſubjected them to the huſh-money they now pay to the Government; and which in its further conſequences will moſt probably put an end, if not to the Company itſelf, at leaſt to the preſent ſyſtem of its affairs, as indeed is now become highly neceſſary.

|| Dow's HINDOSTAN, *Appendix*, page 78.

§ This *Dewannee* is explained at large in the 4th chapter.

revenues

revenues alſo; by which of courſe, all the treaties with the Nabôbs of Bengal were rendered void, and new ones made neceſſary. He was likewiſe to confirm to the Company the lands before granted to them by the former Nabôbs, Jaffier Ally Khawn and Coſſim Ally Khawn, and to confirm Lord Clive's jagueer. For all which our Mogul was to be paid, by the Engliſh Company, from Bengal, the annual ſum of twenty-ſix lacks for his expences and the ſupport of his dignity: and he was to be continued in the poſſeſſion of Corra and part of the province of Illahabâd.

The Select Committee at Calcutta had not the leaſt doubt of *his Majeſty's* complying with all this very readily; becauſe, as they expreſſed "it *, *The King is now dependent on our bounty*, his whole hopes of *protection, and even of ſubſiſtence*, reſt upon us; it cannot, therefore, be "ſuppoſed he will prove obſtinate in denying a requeſt, of little conſequence to him *in his preſent circumſtances*, but advantageous to us, his "greateſt benefactors, and we may ſay his only friends."

Theſe were not all the uſes which, upon this occaſion, were to be made of our GRAND MOGUL. Upon the ſame principles as before, ſúnnuds for the provinces of Sicacole, &c. in the Déckhan, valued at the yearly revenue of thirty lacks, or 375,000 l. ſterling, were to be obtained alſo; in which Lord Clive was reſolved to ſucceed, as he informed his Select Committee, at Calcutta, in the following words. † "I have been deſired by the Preſident of Fort St. George to obtain "ſúnnuds for the five northern provinces, which being a matter of "great importance, I ſhall make a point of ſucceeding in it; and as "*the Nabôb* (of Bengal) *intends* purchaſing his Majeſty's favours at the "price of five lacks of rupees, I make no doubt that all the ſúnnuds "demanded on the Company's account will be *afforded gratis*."

To be ſure there was not the leaſt doubt to be entertained upon any of theſe occaſions; for if the youngeſt writer in the ſervice had been ſent with the authority of the Company to our *Shah Allum*, it was certain that *his Majeſty* would have *granted* away the remainder of *his empire, the whole world*, for the ſake of a ſubſiſtence, and the ſecurity of his perſon: accordingly, the grants required of him were obtained under his *Imperial ſúnnuds, or firmauns*, as given in the Appendix, Numbers XVII. XVIII. XIX. XX. XXI. and XXII. pages 27 to 36.

The reader will pleaſe to obſerve, that this is the ſame Prince whom the ſame Governor, then Colonel Clive, had before oppoſed, and even,

* The words of their proceedings at a Committee of the 21ſt June 1765.

† LORD CLIVE's Letter to the Select Committee, dated, Mooteejill, the 9th July 1765.

chaſtiſed

chaſtiſed the rebellious Râjahs for daring to join him; the Prince whoſe ſúnnuds, firmauns, or grants, had on many former occaſions been declared abſolutely invalid *, againſt whom a formal treaty † had been entered into, between the Company and the Nabôb of Bengal, on the 27th September 1760, and whoſe pretenſions even the Directors ‡ of the Eaſt India Company themſelves had acknowledged to be extremely doubtful.

The dependence, however, of this unfortunate Prince was not to be appropriated to theſe public uſes only. If we may believe the accounts from India, many others of a more private nature were likewiſe made of him; and it is ſaid, with the greateſt appearance of truth, that he was not left to the free management of even thoſe diſtricts and the ſtipend which were ultimately allotted to him; nor of his mints or his ſervants. As ſuch matters would be proper objects of enquiry for Superviſors, it ſhould be hoped, that the Directors will, for their own honour and the ſake of juſtice, cauſe ſuch an enquiry yet to be made, in order that their ſervants, if any of them have in this reſpect groſsly abuſed the authority of their ſtations, may be made to ſuffer ſuch puniſhments as they deſerve.

Upon the whole of what has been ſet forth in this chapter, it may fairly be pronounced, on the moſt rational grounds, that in reality there has not been for ſome years paſt, nor is at this time, any Grand Mogul, or real Emperor of Hindoſtân; that the whole country is in a ſtate of anarchy, where there is no law, but that of the longeſt ſword; and that we may agree with Mr. Dow, who ſays, with apparent truth on this ſubject, ‖ "that Hindoſtân is at preſent torn to pieces "by factions. All laws divine and human are trampled under foot. "Inſtead of one tyrant, as in the times of the empire, the country "now groans under thouſands, and the voice of the oppreſſed mul-"titude reaches heaven. It would, therefore, be promoting the cauſe "of juſtice and humanity to pull thoſe petty tyrants from the height "to which their villanies have raiſed them, and to give to ſo many "millions of mankind a government founded upon the principles of "virtue and juſtice."

* In a minute of Governor Vanſittart, Colonel Caillaud and other gentlemen of the Council at Bengal, entered on the conſultations, under date of the 12*th January* 1761, it is ſaid, "As to the *Mogul's firmaun*, there was a time when the orders of Dehly had ſome weight at "Bengal, but that time is no more. It is hard to ſay who is King at Dehly, or who will be."

† See the 10th article of the treaty, No. VIII. in the Appendix, page 13.

‡ General letter to Bengal, dated 19th February 1766.

‖ Dow's HINDOSTAN. Appendix, page 36.

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As to the unfortunate, though very generous Prince §, who is more particularly the object of our preſent conſideration, and whom we now call THE GRAND MOGUL, we ſee him dependent for his ſubſiſtence upon the ſervants, in fact, of an incorporated ſociety of Engliſh merchants, who have raiſed him to that exalted title for the ſerving of their own purpoſes; that he is made no other than their tool, and muſt, from neceſſity, be what they pleaſe to make him, at leaſt while he continues among them, and the government of that country remains on the preſent iniquitous footing.

§ Amidſt all his misfortunes this Prince has given ſeveral inſtances of great generoſity, particularly to the members of the Secret Committee, for their diſtinguiſhed merit and diſintereſted ſervices. One inſtance may be ſeen in Lord Clive's Letter to the Court of Directors, of the 30th of September 1765, where it appears his Imperial Majeſty had preſented General Carnac with two lacks of rupees: See *Authentic Papers* concerning India Affairs, pages 9 and 10 ---And another Inſtance was given in the year 1767, when his Majeſty likewiſe preſented Colonel Richard Smith with two lacks more; as appears from the following minute of the Council at Calcutta.

At a conſultation, held the 14th September 1767, preſent, Harry Verelſt, Eſquire, Preſident, John Cartier, Richard Becher, James Alexander, William Alderſey, Charles Ffloyer, and Alexander Campbell, Eſquires.

"Received a letter from Colonel Richard Smith at Illahabâd, dated the 15th *ultimo*, in anſwer to the Board's letter, dated the 20th July, on the ſubject of the two lacks of rupees he requeſted their permiſſion to receive as a gratuity from the King; offering ſeveral arguments to our conſideration, and acquainting us with HIS MAJESTY's abſolute *refuſal* to receive back the *Teep* he had granted: therefore incloſing it for us to diſpoſe of, as might ſeem moſt equitable."——The late Nabôbs of Bengal have likewiſe, though diſtreſſed, given frequent inſtances of the like grateful generoſity to their benefactors.

CHAP. IV.

ON the NATURE of the OFFICE called DEWANNEE, and the Motives for the EAST INDIA COMPANY's pretending to hold the TERRITORIES in BENGAL under that TITLE.

NOTHING could have been better calculated for a blind than this hard word Dewannee, which, while it ſerved our Eaſtern politicians to amuſe even the Britiſh legiſlature, was no other than the name of an office, that in reality had not exiſted for many years paſt. In order to form the moſt impartial judgment of what it is, or rather was, we will have recourſe to the information of thoſe gentlemen who, having acted capital parts in the management of the affairs of Bengal, may naturally be ſuppoſed to be well acquainted with the matter.

Mr. Vanſittart, late Governor and intended Superviſor of Bengal, tells us, the Dewannee * is the office of the *ſecond* † officer of the province, called Dewân; whoſe buſineſs it is to ſuperintend the lands and collections: that he is appointed *from the court of Dehly*, and is in every reſpect independent of the Názim, or Nabôb; who, *according to the original inſtitution of the empire, has no right to interfere in the management of the revenues.*

As explained in a letter ‡ to the Court of India Directors, dated Calcutta, the 11th March 1762, from ſundry members of their then Council in Bengal, the Dewannee is ſaid to be "The collection of the revenues of all the provinces ſubject to the Nabôb, which are to be accounted for with the Court of Dehly. It differs from the Subahdâree; the latter being the command of the troops, and the charge of the juriſdiction of the provinces, the expences whereof are paid out of the revenues by the Dewân. It was formerly a ſeparate office; but the Nabôbs of Bengal, taking advantage of the late commotions in the empire, *have aſſumed it to themſelves.*

Mr. Holwell, alſo formerly Governor in Bengal, tells us, upon the ſubject of the Dewannee ||, that "the rents of the lands are *the property of the Emperor.* In conſequence of which he has a royal Dewân in every Nabôbſhip, who ought to be accountable to the royal treaſury for the whole amount of the rents, as rated upon the King's books: but as there is always a good underſtanding between the Dewân and the Nabôb, they never are at a loſs in pretending reaſons for the rents falling ſhort, though the whole is ſtrictly and fully collected. What is diverted from the royal treaſury, is divided between the Dewân and the Nabôb, of which the latter always takes the lion's ſhare."

On another occaſion the Dewannee is explained to be, "The collecting § of all the revenues; and after defraying the expences of the army, and allowing a ſufficient fund for the ſupport of the Nizâmut, "*to remit the remainder to Dehly, or wherever the King ſhall reſide or direct.*"

This Dewannee, which was aſſumed by the ſaid Right Honourable Lord Clive and his Select Committee, a little while before the writing

* VANSITTART'S NARRATIVE, Vol. I. Explanation; page 23, and Introduction, page 4.

† The Vizier is the firſt.

‡ See the 27th paragraph of a *Letter* ſigned *Eyre Coote, Peter Amyatt, John Carnac, William Ellis, Stanlake Batſon*, and *Harry Verelſt*, in HOLWELL'S Tracts, page 92.

|| HISTORICAL EVENTS, Part I. page 220.

§ Paragraph 22d of a *Letter* from the SELECT COMMITTEE in BENGAL, dated 30th September 1765, ſigned, *Clive, William Brightwell Sumner, John Carnac, Harry Verelſt*, and *Francis Sykes*. AUTHENTIC PAPERS, page 83.

of

of the letter laſt quoted, had been long before repeatedly offered to the Company, as hath been ſhewn in the preceding chapter, but was always rejected. The words of the Court of Eaſt India Directors, as contained in a letter on this ſubject to their then governor and Council at Calcutta, were theſe; * "Your refuſal of the Dewannee of Bengal, "offered by *the King*" (meaning our Prince Ally Gohár) "was certainly "very right; and we are well ſatisfied with the juſt and prudent reaſons "you give for declining that offer."

The reaſons for not taking it were then alledged to be, that it would be the ſource of continual diſputes with the Nabôb, by occaſioning too great a diminution of his power, be a continual cauſe of jealouſy and contention with the country powers, and the European nations who had ſettlements in Bengal; might ſubject the affairs of the Company to the interference of the Britiſh legiſlature, or in the end might be attended with other conſequences highly prejudicial to the intereſts of the Company.

To inveſtigate in this place all the private reaſons which occaſioned this Dewannee's being thus aſſumed by Lord Clive and his Select Committee, would be foreign to the purpoſe here intended: but of thoſe publicly avowed or alledged in the aforeſaid letter, from Lord Clive and his Committee, of the 30th September 1765, we will briefly take notice.

"The perpetual ſtruggles for ſuperiority between the Nabôbs and "your agents, together with the recent proofs before us of notorious "and avowed corruption, have rendered us unanimouſly of opinion, "after the moſt mature deliberation, that no other method could be "ſuggeſted of laying the axe to the root of all thoſe evils, than that "of obtaining the Dewannee of Bengal, Bahár and Oriſſa for the Company †."

"By this *acquiſition* of the Dewannee, your poſſeſſions and influence "are rendered permanent and ſecure; ſince *no future Nabób will either "have power* or riches ſufficient to attempt your overthrow by means "either of force or corruption. The experience of years has convinced "us, that *a diviſion of power is impoſſible*, without generating diſcontent, "and hazarding the whole. All muſt belong either to the Company or to the Nabôb; and we leave you to judge which alternative "is the moſt deſirable, and the moſt expedient in the preſent circumſtances ‡."

* Paragraph 55th of a GENERAL LETTER, dated 9th March 1763.
† AUTHENTIC PAPERS, part of paragraph 22d, page 82.
‡ Ibid - - Part of paragraph 23d. Pages 84 and 85.

In a ſeparate letter from the ſaid Right Honourable Lord Clive to the ſaid Directors, alſo dated the 30th September 1765, the motives for this ſcheme of aſſuming the Dewannee are farther explained, in the following words. "Though *the revenues belong to the Company*, yet were the "Company's officers to be the collectors, foreign nations would immediately take umbrage; and complaints preferred to the Britiſh court "might be attended with very embarraſſing conſequences. Nor can it "be ſuppoſed that either the French, Dutch, or Danes will acknowledge "the Engliſh Company Nabôb of Bengal, and pay into the hands of "their ſervants the duties upon trade, or the quit-rent of thoſe diſtricts "which they have for many years poſſeſſed by virtue of the royal firmauns, or by grants from former Nabôbs *." And again: "In "conſidering the ſubject of the Dewannee, and the conſequences of your "large increaſe of revenues, I have already obſerved, that our acquiſition "will give no umbrage to foreign nations with reſpect to *our territorial "juriſdiction, ſo long as the preſent* APPEARANCE *of the Nabôb's power is "preſerved* †."

Lord Clive and his Select Committee, in their letter to the Court of Directors, of the 30th September 1765, before quoted, ſpeak ſtill more plainly, if poſſible, of the difference in the Company's ſituation from the taking the Dewannee. Their expreſs words are in the 29th paragraph. "*You are now become the Sovereigns of a rich and potent king-"dom* ‡." And in the 38th paragraph, "*You are now not only the col-"lectors, but the proprietors,*" meaning of the revenues of *the Nabôb's dominions.*

Among the many private motives hinted at for this manœuvre, we cannot conclude on this head, without taking notice, that a principal one was, to enable the gentlemen who planned and adopted this mode of government, to *eſtabliſh ſuch monopolies of the trade of the country, and even of the common neceſſaries of life,* FOR THEIR OWN PRIVATE EMOLUMENT, *and to the ſubverſion of the natural rights of all mankind*, as to this day remain unparalleled in the hiſtory of any government, and of which we ſhall treat more particularly hereafter.

From what has already been ſaid, we preſume it will appear evident to every impartial perſon, that the DEWANNEE, whatever it had been was an office which, when aſſumed, had no exiſtence; the grant of it being received, or pretended to be received, from a Prince who, in fact, never had it in his gift; whoſe authority, on other ſimilar occaſions,

* AUTHENTIC PAPERS, Paragraph 12th, *ad finem.* page 26.
† Ibid - - - Paragraph 14th. page 28.
‡ Ibid - - - pages 92 and 103.

had

had been publicly and wholly disavowed by the present receivers of the grant; and that the whole was a mere fiction, invented for the private purposes of the Company or Directors, and their servants or confederates: and to screen their seizing on the sovereignty of the country, by imposing upon and deceiving, if they could, not only the inhabitants of India and foreigners, but even the British nation; as we hope farther to prove by the corroborating facts contained in every subsequent part of this work.

CHAP. V.

Of the NABOB, otherwise called The NAZIM, or SUBAHDAR, of BENGAL.

FOR the better understanding of our subject, we will examine what this officer ought to be, according to the ancient institutions of the empire; what he has been for some years past, and what he now actually is; supporting what we advance by sufficient testimonies.

"Though by the ancient constitution of the Mogul empire, of which "the provinces of Bengal, Bahár and Oríssa are parts, the Nabôb, or "Subahdár of those provinces was nothing more than the Mogul's "Viceroy, yet for many years past, as the strength of that constitution "has been gradually declining, the Subahdárs of these and other pro"vinces have been, in like gradation, assuming an independence of "the court of Dehly: and the shock which the empire received, or "*rather the subversion of it* (for it has never recovered, nor probably "ever will, from the irruption of the Persians under Nader Shah) has "so far confirmed that independence, that the relation between the "Nabôb and the Mogul is at present *little more than nominal* *."

Mr. Vansittart informs us, that "The Nabôb †, as he is usually termed, "or, properly the Názim of a province, is an officer of the Mogul go"vernment, appointed to superintend the affairs of the province, dur"ing the pleasure of the court. This commission extends *not even to* "*the life of the possessor*; and in the early times of the empire it was

* See pages 21 and 22 of a MEMORIAL to the KING's MOST EXCELLENT MAJESTY, dated the 3d February 1762; from the *Court of East India Directors*. Signed by *Laurence Sullivan*, Chairman, *Thomas Rous*, Deputy, and *Eighteen Directors*. Printed for J. Brotherton, Cornhill.

† VANSITTART's NARRATIVE, Vol. I. p. 4.

"usual

" uſual to make frequent removals *, to prevent the dangerous effect " of an increaſing influence. Neither, according to the original inſti- " tution, has he any right to interfere *in the management of the revenues*; " which branch belongs to another officer called The Dewân" (of whoſe office we have treated in the preceding chapter) " appointed alſo " by the court, and in every reſpect independent of the Názim. It is " true, that ſince the authority of the Emperors began to decline, the " Názims, taking advantage of the diſtractions of the ſtate, have ge- " nerally eſtabliſhed themſelves in ſuch a degree of independency as to " pay little more than a nominal obedience to the court. The forms " are ſtill kept up; but they ſerve only to ſhew what was the original " inſtitution. Upon the death of a Názim, the ſucceſſion, whether " continued in the ſame family, or ſeized by a ſtranger, is not conſi- " dered as valid till confirmed by the imperial patent; but this the " actual poſſeſſor finds no difficulty in obtaining †."

Such have been the Nabôbs of Bengal ſince the decline, or rather, as the Eaſt India Directors more properly ſay, " the ſubverſion of the em- " pire," according to the above quotations. But had thoſe gentlemen boldly told the whole truth, they might have juſtly ſaid, that ſince the period they refer to, the Nizámut or Nabôbſhip of Bengal has, to this day, been continually poſſeſſed by uſurpers and tyrants, who have been maintained therein by violence, fraud and murder.

Upon the demiſe of *the laſt lawful Nabôb, Sujah Khawn* ‖, in the year 1739, his ſon Serfraz Khawn took poſſeſſion of this government, and maintained himſelf in it for about three years, until the rebellion of Allaverdy Khawn, who was then Governor of the Bahár province. This man, who had formerly been Sujah Khawn's Hookahburdár, or

* *Mr. Orme* tells us, there was a time when theſe changes were ſo frequent, that a new Nabôb left Dehly, riding contrary to the uſual manner, with his back turned to the head of his elephant, and gave as a reaſon for it, " that he was looking out for his ſucceſſor." See ORME's HINDOSTAN, Diſſertation, page 28.

† This alludes to a farce commonly practiſed ſince the ſubverſion of the empire, of obtaining patents from theſe nominal Moguls who have been ſet up by the different uſurpers at Dehly, of whom we have treated in our third chapter. In theſe times, a ſum of money diſperſed among the principal people about thoſe uſurpers would obtain the confirmation of any ſúnnud, grant, or office. It was receiving ſo much clear gain for a ſuppoſed gift of what was not in the giver's poſſeſſion, and by which he could loſe nothing. A ſtriking inſtance of this mode of negotiation is given by Mr. Vanſittart, In the third volume of his Narrative, page 418; where an intriguing Dewân, or miniſter of the Nabôb's, named Nundcomar, obtains his own titles and ſeals before his maſter, Meer Jaffier; receives any aſſurances whatever of the *royal appointment* to the Nabôbſhip. Since Mr. Vanſittart's government, the *Grand Mogul*'s grants of that ſort are become ſtill cheaper; the domeſtic black ſervants of many gentlemen in the ſervice of the Engliſh Eaſt India Company having been by him created Rájahs, or Princes; and many Engliſh Gentlemen have returned to Europe with the tities of Omrahs.

‖ VANSITTART's NARRATIVE, Vol. I. page 5.

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pipe-bearer *, after promoting an unparalleled ſcene of treachery among the perfidious ſervants of his maſter, defeated him in a battle fought on the 28th January 1741-2, in which the Nabôb loſt his life.

From that period the traitor uſurped the government of Bengal, and maintained himſelf in it againſt the repeated invaſions of the Marahtahs, (which laſted for about eight years to the great deſtruction of the country and its manufactories) till, on the 10th of April 1756 †, he died a natural death.

This uſurper was ſucceeded by his brother's grandſon, the Tyrant Serajah al Dowlah, who, upon diſputes with the Engliſh Eaſt India Company's ſervants, circumſtantially related by Mr. Holwell and others, diſpoſſeſſed them of all their factories, and on the 20th June 1756, ſeized and ſacked their town and fort of Calcutta, or Fort William, when ſuch of the Engliſh and their dependents as eſcaped the tyrant's fury took refuge on board the trading veſſels then in the river, and dropped down to Fultah, where they led a moſt miſerable life till December 1756, when the Engliſh ſquadron, under the command of Admiral Watſon, and the troops under Lieutenant Colonel Robert Clive, arrived from the Coaſt of Coromandel. Inconſiderable as this force was, they gallantly proceeded to the re-taking of Calcutta, and on the 3d January 1757, happily accompliſhed the work, with ſcarce any loſs; the enemy abandoning the fort on the very firſt ‡ ſummons from the guns of his Majeſty's ſhips, when brought up abreaſt of it.

The Nabôb Serajah al Dowlah came down to oppoſe the Engliſh, who by unparalleled inſtances of bravery and intrepidity, attended with the moſt extraordinary good fortune, baffled him in all his attempts, and forced him, with his numerous army, to retire to his capital of Murſhedabâd; having firſt, that is on the 9th of February 1757, obliged him to make a very advantageous treaty with them, wherein he confirmed all the former poſſeſſions and immunities of the Company, and granted them ſeveral new privileges, as may be ſeen by the treaty at large, and his Perwânahs, in the Appendix, Nos. I. and II. pages 1 and 3, &c.

This was the firſt formal treaty that our Company had ever entered into with any Nabôb of Bengal. It was ſolemnly ratified in the ſtrongeſt manner, the Nabôb ſwearing on the Korân, by God and Mahomed, and Colonel Clive pledging the names of God and our Saviour faithfully to obſerve the ſame.

* SCRAFTON'S REFLECTIONS, page 31.
† Ibid. page 50.
‡ Ibid. page 60.

Neceſſity,

Neceſſity ‡, which in *politics* uſually ſuperſedes all oaths, treaties, or forms whatever, induced the Engliſh Eaſt India Company's repreſentatives, about *three months* after the execution of the former treaty, to determine, "*by the bleſſing of God,*" upon diſpoſſeſſing the Nabôb Serajah al Dowlah of his Nizâmut, and giving it to another.

Monſieur Dupleix, the French Governor of Pondicherry, who "was "the § firſt diſcoverer of the ſuperiority of European diſcipline" over the natives of this part of India, had already, with his ſucceſſes on the coaſt of Coromandel, invented the traffic in Nabôbſhips. Accordingly Meer Jaffier Ally Khawn, who had been a Jammadár, or commander of a party of horſe under the late Allaverdy Khawn, and was now a General ‖, and related to the preſent Nabôb by marriage with Allaverdy's ſiſter, having before manifeſted a bold and traitorous diſpoſition, was the man pitched upon for our new Nabôb. He was preferred to another rebel-candidate, named Khoda Yar Khawn Laitty, and in conſequence thereof, articles of agreement were privately ſent to him by Colonel Clive, on the 2d May 1757.

The particulars of this revolution are well known. The Nabôb Serajah al Dowlah, betrayed by his ſervant Jaffier, was, with his numerous army of "20,000 † *horſe, 50,000 foot, and 50 pieces of heavy cannon,*" beat on the plains of Plaſſey, on the 23d June 1757, by a handful of men under the command of Colonel Clive, and the Nabôb himſelf obliged to eſcape in diſguiſe. Happy it was for the Company that this numerous army made ſo little reſiſtance that, according to Mr. Scrafton, there were only *ſeventy men killed and wounded.*

In conſequence of this victory, and the conditions which Mr. William Watts, the Company's Reſident at the city, had ſtipulated, and in the evening of the 5th June 1757, privately executed with Meer Jaffier, on the 29th June 1757, he was by * Colonel Clive formally placed on

‡ About this period the Engliſh at Calcutta received news of war's being declared againſt France; and they at the ſame time diſcovered that the French were ſecretly negotiating with the Nabôb Serajah al Dowlah. It was thereupon reſolved to ſet aſide a neutrality with the French which had been at firſt propoſed, and to attack their ſettlements immediately, a reſolution no ſooner taken than luckily executed. While the Nabôb was artfully amuſed, a ſquadron of his Majeſty's ſhips, under the commands of Admirals Watſon and Pocock, with the Company's troops under the command of Colonel Clive, inveſted Chandernagore, the principal ſettlement of the French in Bengal, which, on the 23d of March 1757, they took, after a few hours cannonading from our ſhips, and afterwards razed their town and fortifications level with the ground.

§ See A LETTER to the PROPRIETORS of EAST INDIA STOCK, from LORD CLIVE. Page 4, printed for J. Nourſe, 1764.

‖ See *Mr. Scrafton's* character of "Meer Jaffier," in a *Letter* to the *Proprietors* of *Eaſt-India Stock*, from *Mr. Henry Vanſittart*. Page 44, &c. printed for J. Newbery, 1767.—And Mr. *Scrafton's Reflections*. page 75, &c.

† SCRAFTON'S REFLECTIONS. page 85 to 88.

* Ibid. - - Page 93.

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the Múſnud or *throne* of the Nabôbs at Bengal, at Murſhedabâd. A treaty *, confirmed as uſual by the oaths of the contracting parties, was alſo entered into between him and the Engliſh Company, whereby he not only confirmed all their former poſſeſſions and privileges, and the treaty lately made with his predeceſſor, but granted alſo ſeveral conſiderable new privileges and territories, beſides paying immenſe ſums of ready money, both to the Company and to individuals, as may be ſeen by the copies of the treaty and ſubſequent agreements at large in our Appendix, No. III. to VII. pages 5 to 10.

In the mean time, the expelled Nabôb Serajah al Dowlah was diſcovered on his flight at Ragemahl, ſeized, and ſent down by Meer Jaffier's brother to the city of Murſhedabâd, on the 4th July 1757, where he was † privately murdered by order of our new Nabôb.

This was the firſt Názim or Nabôb created in Bengal by the Engliſh, who, after their recent and repeated ſucceſſes againſt the late Nabôb, the French, and the ‡ Dutch, had acquired ſo great a reputation, and ſpread ſuch terror through the country, that there is no doubt they might with eaſe have marched to Dehly. Revolutions were now become a trade, or at leaſt a fund to ſupply the exigencies of the Engliſh Eaſt India Company and their ſubſtitutes: Meer Jaffier was ſoon judged

* It was on this revolution that Colonel, now Lord Clive was *created* or "made an Omrah" *of the Empire by Meer Jaffier*, who had juſt before received his Nabôbſhip from the Colonel's hands. See his *Lordſhip's Letter* to the *Proprietors of Eaſt India Stock*, page 35, printed for J. Nourſe, 1764, and Mr. *Scrafton's Reflections*, page 91, &c.

For form's ſake, the farce of a Mogul's Firmaun, already mentioned in our note page 38, was to be exhibited; and as there was in fact no real Emperor to grant it, application was made at Dehly for the ſeal of Allum Gueer, the prince who was taken out of priſon, ſet up, and afterwards murdered by Gazi al Deen Khawn, and whoſe Firmauns to his ſon Ally Gohár, at another time, Colonel Clive was ſo far from admitting, that he marched to chaſtize the rebellious adherents of that prince upon the occaſion. By virtue of this title of Omrah, conferred on him by his own Nabôb, Colonel Clive *was ſuppoſed* to maintain 6000 horſe, for the ſupport of which *the ſaid Nabôb* "made him a Jagueerdár," (ſee Lord Clive's Letter, page 34) "or Lord of the lands" *ceded* by the before-mentioned treaty *to the Engliſh Company*, upon which the well-known yearly income, called *Jagueer*, of near 30,000l. ſterling, was acquired by the Colonel.

† SCRAFTON'S REFLECTIONS, page 94.

‡ The Dutch of Bengal ſeeing the uſes which on all hands were made of Moguls and Nabôbs in this diſtracted ſtate of the country, from the ſuperiority of European diſcipline, formed in their turn the deſign of trying their fortune in the ſame way. The project was ſent from the Dutch ſettlement of Chinſurah in Bengal, and adopted by the government of Batavia. According to which, upon a well concerted but badly executed plan, a formidable body of European and Malay troops, with ſeven ſhips, were, towards the end of the year 1759, imported into Bengal, but were defeated in their attempts by a bravery which will ever do honour to the Engliſh; upon which the Dutch were obliged to accede with diſgrace to very diſadvantageous articles of accommodation with the Engliſh and their Nabôb, and to take their troops back again. The particulars of this affair may be ſeen at large in the Engliſh and Dutch Memorials, printed 1762, for J. Brotherton in Cornhill.

to be incapable, and not a proper perſon to hold the government that had been entruſted to him; which, together with the low ſtate * of the Company's finances, and other objects of the like *political neceſſity*, made another revolution requiſite before the expiration of three years and four months.

Upon this foundation it was determined to depoſe Meer Jaffier; and a treaty was accordingly entered into, *in the name of God*, with Meer Coſſim Ally Khawn, who had married Meer Jaffier's daughter. Meer Jaffier was diſplaced without any commotion or bloodſhed, and Meer Coſſim, though diſtinguiſhed at firſt with the title only of Naib or Deputy-Nabôb, was raiſed to the Nizámut of Bengal, independent of his father-in-law, who was brought down to the Engliſh ſettlement at Calcutta, and had a monthly ſtipend allowed him there for his ſubſiſtence.

The treaty entered into with this new Nabôb was dated the 27th September 1760, in which, beſides other advantageous ſtipulations, Súnnuds or patents were given, granting to the Engliſh Eaſt India Company, to defray their expences and pay their troops, the lands of Burdwân, Midnipore, and Chittigong, yielding a clear annual revenue of about 600,000l. ſterling. And it was particularly ſtipulated, by the 10th article of this treaty, that the Prince Ally Gohár, the Grand Mogul mentioned in our third chapter, "ſhould not be ſuffered to get any "footing in the country," as may be ſeen by the copy of the treaty, No. VIII. and the Súnnuds, No. IX. in the annexed Appendix, pages 11 and 13.

The Nabôb Meer Coſſim ſoon convinced the *Engliſh* that they had been deceived in their opinion of him. He was found to aim at an independency, which of courſe was eſteemed by no means conſiſtent with the Company's intereſt; and in other reſpects he became ſo troubleſome, that before the expiration of three years from his elevation to the government, it was thought expedient to remove him: a meaſure which was not now in any reſpect ſo eaſy to execute as in the time of his predeceſſor. War therefore was formally declared on the 7th July 1763 †, and the Engliſh reſolved on the re-inſtatement of Meer Jaffier, to which they were in ſome degree inſtigated by the hope of ſtrengthening their party with the adherents to, or partizans of that Nabôb, who alſo took the field with them for that purpoſe, a treaty being previouſly entered into, which was to take effect upon the defeating and expelling of his adverſary.

* See VANSITTART'S NARRATIVE, Vol. I.
† Ibid. Vol. III. page 329.

Meer

Meer Coſſim's troops being well paid, diſciplined and accoutred, fought with great intrepidity; and had not his ſubordinate commanders proved deficient in perſonal courage, or even had he himſelf had the bravery to animate his troops properly by his own preſence in the field, it is more than probable that the Engliſh Company would have been left, from that day, without a ſingle foot of ground in thoſe provinces. The ſucceſs of the war was for ſome time ſo uncertain, that (contrary to all former practice) the Writers and other young perſons in the civil ſervice of the Company were all accoutred, diſciplined and formed into a military corps; but by the bleſſing of God the iſſue of the battle of Gareea, wherein it was long doubtful which ſide would prevail, did at laſt turn in favour of the Engliſh, after the campaign had laſted about five months.

Meer Coſſim fled, and was purſued from place to place, till he was at length totally driven out of his dominions, and forced to take refuge with the neighbouring Nabôb, Sujah al Dowlah; upon which Meer Jaffier Ally Khawn was reinſtated in his government.

By the treaty which was previouſly entered into with Meer Jaffier, on the 10th July 1763, and the ſubſequent agreement of the 16th September 1764, as in the Appendix No. X. and XI. pages 15 and 17, the reader will ſee, that all former rights and privileges were ſecured, and ſome conſiderable additional advantages were obtained by the Engliſh upon every revolution. The Nabôb, as may naturally be imagined, after theſe tranſactions was as much dependent upon the Governor and Council of Calcutta as could poſſibly be wiſhed; even an officer of the Company's, as ſtipulated for in the 7th article of the treaty, was from that time ſtationed with him, under the denomination of the Company's Reſident, on the view, not only of being a watch and check upon the Nabôb's tranſactions, but alſo to enforce the execution of any buſineſs the Governor and Council might think proper to reſolve on.

Meer Jaffier did not continue long in his new ſtation, having died on the 5th February 1765: and it was thereupon thought neceſſary, by the Governor and Council at Calcutta, to make ſuch new arrangements for the management of all buſineſs at Murſhedabâd, as might ſerve to render future Nabôbs ſtill more dependent, and conſequently the Company more ſecure; for the execution of which deſign, four gentlemen of the Council at Calcutta were appointed a deputation, who had directions not to fix the Nabôb in the Múſnud, till he had agreed to their requiſitions. The perſon fixed on for this nominal government was Najim al Dowlah, Meer Jaffier's eldeſt ſon; a youth then of about eighteen years of age. He was denied the liberty of adviſing

with thoſe miniſters of his father, whom he was deſirous of continuing in office, becauſe they were ſuſpected of having embezzled a great part of the revenues, and of not being favourable to the views of the Company: nay the principal miniſter was, on that account, ſoon afterwards ſeized, by order of the Governor and Council, and ſent priſoner to Calcutta; when the Nabôb found himſelf under a neceſſity to appoint ſuch other miniſters and collectors as the Engliſh pointed out to him. An interregnum of ſeveral weeks * paſſed before this buſineſs was finally ſettled: during which period Najim al Dowlah ſaw himſelf actually reduced to the alternative, of either acceding to the arrangements propoſed by the Governor and Council, or of relinquiſhing all thoughts of the Nabôbſhip. Thoſe arrangements, with reſpect to the collection of the revenues, were indeed judiciouſly made; and well calculated to prevent, in part, the very groſs embezzlements which had before been practiſed, to the amount of near a million and a half ſterling per Annum. The more that was ſaved to the Nabôb of the public money, the more remained, in fact, for the Company; but however proper ſuch appointments might be, yet being totally repugnant to the inclination of the Nabôb, they ſerve to point out his entire dependence, which indeed nothing can ſhew in a clearer light than the treaty itſelf; by which the Nabôb was evidently deprived of his army, and the nomination of his miniſters and officers of government. It was dated the 25th February 1765 (ſee the Appendix, No. XV. page 22); which every reader ſhould attentively peruſe, who wiſhes to form an adequate † judgment of ſo extraordinary and important a negociation.

Soon

* Notwithſtanding much time paſſed in altercation, the treaty, when concluded and exchanged, was antedated to the 25th of February 1765, being the very day on which the deputies arrived at Murſhedabâd, though Meer Jaffier died the 5th of that month.

† Upon all theſe revolutions large ſums of money were obtained by the perſons who conducted them *from every new-made Nabôb*. In the midſt of immenſe fortunes, ſuddenly acquired by theſe means, Lord Clive's ſtands the moſt conſpicuous; who upon the making of Jaffier Ally Khawn, in 1757, obtained a Jagueer of about 30,000l. per annum, excluſive of other immenſe preſents. Upon the making of Najim al Dowlah, on Meer Jaffier's death, in 1765, the gentlemen deputed from Calcutta upon that buſineſs, likewiſe received conſiderable preſents; which Lord Clive and the Select Committee, who arrived at Calcutta ſoon after, greatly diſapproved of, and ſet on foot a very ſevere enquiry into the conduct of the deputies on that occaſion. In a Letter to the Proprietors of Eaſt India Stock, printed in the year 1766, p. 53, Mr. *John Johnſtone*, who was chief of the deputation, in vindication of his own conduct, thus recriminates on his Lordſhip, who was the leader of thoſe inquiries. "Did the Nabôb Jaffier Ally Khawn intend to give no more to Lieutenant Colonel Clive "than barely the ſum of 280,000 rupees, as his equal ſhare with governor Drake, of the "preſent of 23 lacks to the Secret Committee, and 3 lacks, as his proportion of one-eighth "as commander in chief, of the donation of 25 lacks given to the army? The additional "preſent he received at the ſame time, over and above thoſe two other ſhares, was reckoned "at 25 lacks, above 300,000 pounds ſterling; and it is well known to be the general and "eſtabliſhed practice among the people of that country to make ſuch diſtinctions."

In

Soon after the execution of this treaty, as we have mentioned in our foregoing chapter ‡, arrived the Right Honourable Lord Clive, with ſome of the gentlemen appoined by the Court of Directors, to form a Select Committee, inveſted with unlimited powers (as they choſe to interpret them) for managing the affairs of the Company. And though at this time the country was in perfect tranquility, every enemy of the Company's actually ſubdued, and ſuch agreements as were thought requiſite for the Company's intereſt ſettled likewiſe with the Prince Shah Allum and the Râjah Bulwant Sing, yet theſe gentlemen reſolved to undo all that had been done; and, as we have before obſerved, to new model the affairs of the Company: and, in order to effect the intended alterations, it was determined among them to proceed, as if no treaties had been ſettled, or peace had not exiſted in Bengal, with ſuppoſing the Prince, Shah Allum, then really in poſſeſſion of the imperial crown of Hindoſtân, and the expelled Nabôb, Sujah al Dowlah, actually * Vizier of the empire, and finally, to inveſt themſelves, as Plenipotentiaries, with full and ample powers, *on behalf of the Nabôb, Najim al Dowlah*, to do what they pleaſed.

The *Emperor* Shah Allum and the expelled *Nabôb* Sujah al Dowlah, to whom the objects in view were of no leſs importance than the former's being confirmed king of the world, and the latter's being reſtored to his loſt dominions, readily agreed to every thing that was propoſed by our Plenipotentiaries; and new agreements were alſo made and entered into, by which our Nabôb, Najim al Dowlah, very meekly lays down his Nabôbſhip, which the Engliſh take up, under the title of Dewannee, and he agrees to accept of the annual ſum of ſicca rupees, fifty-three lacks and eighty-ſix thouſand (or about 673,266 l. ſterling) for the

In a Letter to the Proprietors of Eaſt India Stock, from Lord Clive, printed for J. Nourſe, 1764, p. 17, his Lordſhip had before apologized for his receiving of thoſe preſents, upon his making the Nabôb Jaffier Ally Khawn, in the following words:

"The Nabôb, agreeable to the known and uſual cuſtom of Eaſtern Princes, made preſents, both to thoſe of his own court, and to ſuch of the Engliſh, who by their rank and abilities had been inſtrumental in the happy ſucceſs of ſo hazardous an enterprize, ſuitable to the rank and dignity of a GREAT PRINCE. I was one amongſt the many who benefited by his favour. I never ſought to conceal it, but declared publickly, in my letters to the Secret Committee of the India Directors, that the Nabôb's generoſity had made my fortune *eaſy*, and that the Company's welfare was now my only motive for ſtaying in India. What injuſtice was this to the Company? *They could expect no more than what was ſtipulated in the treaty.* Or what injunction was I under to refuſe a preſent from him, who had the power to make me one, as the reward of *honourable ſervices?* I know of none."

‡ Lord Clive arrived at Calcutta the 3d May 1765.

* See the *Preamble* to the TREATY with *Sujah al Dowlah*, 16th Auguſt 1765, in the APPENDIX, N° XVII. p. 27.

ſupport

ſupport of his government. He alſo agrees to give the Emperor twenty-ſix lacks, or 325,000 l. per annum, for giving the Dewannee, or revenues of his Nabôbſhip to the Engliſh; who, in conſideration of his Majeſty's granting them this Dewannee, alſo engage to become *ſecurities* for the Nabôb Najim al Dowlah's regularly paying that ſum *to the Emperor*. The abſurdity of theſe mock negociations will beſt appear by a reference to the treaties themſelves; for which purpoſe, as well as for more clearly ſhewing the entire ſubjection of theſe Indian Princes, we muſt crave the reader's patience to turn to the Appendix, N° XVII. to XXIII. pages 27 to 37.

With reſpect to the relation which the Engliſh Eaſt India Company at preſent bears to the Nabôbs of Bengal, we cannot explain it in a better manner than Lord Clive has already done to the Directors of that Company, upon the ſubject of this Nabôb Najim al Dowlah, of whom we have been juſt ſpeaking. His Lordſhip's words are theſe.

† "Conſidering the exceſſes we have of late years manifeſted in our "conduct, the Princes of Hindoſtân will not *readily imagine us capable "of moderation*, nor can we expect they will ever be attached to us by "any other motive than *fear*. Meer Jaffier, Coſſim Ally, the preſent "Nabôb, and even Mahomed Ally the Nabôb of Arcot (the beſt Muſ-"ſulman I ever knew) have afforded inſtances ſufficient of their inclina-"tions to throw off the Engliſh ſuperiority. No opportunity will ever "be neglected that ſeems to favour an attempt to extirpate us, though "the conſequences, while we keep our army complete, muſt in the end "be more fatal to themſelves. This impatience under the ſubjection, "as I may call it, to Europeans is natural; but ſo great is the infatu-"ation of the natives of this country, that they look no farther than the "preſent moment, and will put their all to the hazard of a ſingle battle. "Even our young Nabôb, who is the iſſue of a proſtitute, who has little "abilities, and leſs education to ſupply the want of them; mean, "weak, and ignorant as this man is, he would, if left to himſelf and "a few of his artful flatterers, purſue the very paths of his predeceſſors. "It is impoſſible, therefore, to truſt him with power and be ſafe. If "you mean to maintain your preſent poſſeſſions and advantages, *the "command of the army and receipt of the revenues muſt be kept in your "own hands*; every wiſh he may expreſs to obtain either, be aſſured, "is an indication of his deſire to reduce you to *your original ſtate of*

† Part of the 15th paragraph of a Letter, dated Calcutta, the 30th September 1765. AUTHENTIC PAPERS, p. 29.

"*de-*

" *dependency, to which you can never now return without* CEASING TO " EXIST."

This our young Nabôb Najim al Dowlah, by the agreement * made between him and the Company in July 1765, was to have a ſettled income, out of the revenues of the Bengal provinces, of conſiderably more than fifty-three lacks of ſicca rupees *per annum*. Within two or three months afterwards, in conſequence of the penetrating inſpections that had been made by LORD CLIVE and MR. SYKES, it was reduced to leſs than forty-two lacks †: but he died *ſuddenly* on the 8th May 1766, within fifteen months after his exaltation to the Múſnud.

The allowance to his brother and ſucceſſor Meer Kaneyah, *alias* Seyf al Dowlah, a youth of about fifteen years old, was reduced to thirty-ſix lacks, which however he did not long enjoy, having, on the 10th of March 1770, alſo died *ſuddenly*.

His youngeſt brother Mobâreck al Dowlah, a youth of about thirteen years of age, was the next Nabôb. His allowance upon his acceſſion to this nominal Government was ſettled by the Company's ſervants in Bengal, at thirty-two lacks a year; but it was leſſened, in the ſame year 1770, to ſixteen lacks by the Court of Directors; who at the ſame time alſo reduced the income of the miniſter Mahomed Reza Khawn, from nine to five lacks *per annum*.

Our preſent Nabôb Mobâreck al Dowlah, though a child, has already been furniſhed with a ſeraglio, which will ſcarce contribute to promote a long life: but when, or how Mobâreck may die, we pretend not to foreſee. However, as he is the only remaining ſon of Meer Jaffier, and conſidering the late fatality among Nabôbs, it is reaſonable to imagine the race of them in Bengal is very nearly at an end. It is probable our preſent young Nabôb may prove the laſt of his family, and he may likewiſe wind up the bottom of this office, with reſpect to the human race. Whenever he dies, in any way, perhaps one of the ſtate-elephants may be thought no improper ſucceſſor, that being an animal of great ſhew, very long-lived, equally ‡ *tractable*, and not ſo expenſive to maintain as the pageant parts of the human-race.

* See APPENDIX, No. XXIII. p. 37.

† See LORD CLIVE's LETTER to the COURT OF DIRECTORS. AUTHENTIC PAPERS concerning INDIA AFFAIRS, page 27. And SYKES's LETTER to the SELECT COMMITTEE at CALCUTTA. *Appendix*, N° XXXIX. p. 139, &c.

‡ See SYKES's LETTER to the SELECT COMMITTEE. *Appendix*, page 138.

CHAP. VI.

REMARKS ON THE FOREGOING CHAPTERS.

MANY intelligent gentlemen in England, who are unacquainted with the affairs of India, when they hear the Grand Mogul or the Nabôb of Bengal mentioned, imagine them to be independent Princes, poſſeſſed of territories in their own right, and either ruling their ſubjects by their own will, or by the eſtabliſhed laws of India. The foregoing chapters, we hope, will ſet thoſe matters in a true light, and convince the impartial reader, that nothing can be more diſtant from truth at preſent than the idea of ſuch independency. The Nabôbs of Bengal are no other than the tools of the Engliſh Eaſt India Company and their Repreſentatives in Aſia, through whom not only the natives, but even Engliſhmen, in thoſe remote parts, are expoſed to every ſpecies of oppreſſion; for ſo grievous is the preſent ſituation of Britiſh ſubjects in thoſe countries, that it is in fact now eaſily in the power of the Governor of Bengal, whenever he pleaſes, to deprive any one of ſo much of his property as lies within *the Nabôb*'s dominions, or even of his life, ſhould he truſt himſelf there, without its being poſſible for juſtice to be procured againſt ſuch offenders by any laws now in being there, or even here, according to the preſent ſtate of things and conſtitution of the Company. Every ſubſequent chapter will ſerve more to convince the reader of the truth of theſe aſſertions.

The only land which the Engliſh Eaſt India Company ever legally held by a regular grant from a real Mogul, was what the Emperor Furrukhſeer granted them in the year 1717, which was not quite fifteen acres, wherever they eſtabliſhed their factories, as will be ſhewn in the following chapter. And from all the concurrent teſtimonies produced in our fourth and fifth chapters concerning the Dewannee and the Nabôb, to which teſtimonies even the Right Honourable Lord Clive himſelf has contributed, it appears clearly, that, *according to the inſtitutions of the empire*, the Nabôb, Názim, or Subahdár of Bengal, or indeed of any other part of Hindoſtân, had no power over the revenues, he being liable to be called upon for the whole amount of them, after being paid the neceſſary expences of the Nizámut.

The Nabôb therefore could have no right to diſpoſe of the revenues, much leſs to beſtow the rank of nobility by creating Omrahs of the empire;

empire; to alienate lands, or grant away to another perſon, by a formal and public act, any part of a jagueer which he might himſelf have held only conditionally, in appearance, from the Emperor, as a Jagueerdár; which being all imperial acts, could only be done by an Emperor eſtabliſhed on the throne of Dehly, and ſuch an one there has not been for many years paſt; conſequently all the tenures of ſuch territories and revenues as have been taken by the Engliſh Company, beyond what were granted them in 1717 by Furrukhſeer, are not legally valid, *according to the conſtitution of the Mogul empire*, but poſſeſſions acquired and held either by violence or uſurpation.

To ſuppoſe the exiſtence of the old eſtabliſhed laws and actual form of government of the Mogul empire, and to argue therefrom, is highly abſurd in ſpeaking of the preſent ſtate of affairs, when no ſuch laws or empire exiſt. In all the publications therefore which have lately been made of thoſe matters, we meet with numberleſs abſurdities and contradictions; the parties themſelves having made the conſtitution of the Mogul empire appear juſt what they pleaſed, by repreſenting things in ſuch lights as beſt ſerved to promote their own temporary intereſts.

Thus in the memorial from the Court of Directors of the Engliſh Company to the King's Moſt Excellent Majeſty, on the ſubject of complaints from the Dutch Eaſt India Company, dated the 3d February 1762, the Directors by very ingenious arguments endeavour to convince their Sovereign, that the Nabôb of Bengal was *de facto*, whatever he might be *de jure*, a * ſovereign prince, and the Mogul nobody; becauſe at that time it was requiſite for their purpoſe that Jaffier Ally Khawn, our Company's firſt Nabôb, ſhould appear independent. The Right Honourable Lord Clive at that time ſupported the ſame doctrine, becauſe, in gratitude for his having ſecured to that officer the Nabôbſhip of Bengal, that *Nabôb* had made his Lordſhip an *Omrah*, and by appointing him a Jagueer, made him a *Jagueerdár*, or Lord of the Company's lands, "*who were thereby freed from all dependence, except on* "*his Lordſhip* †." But when it becomes neceſſary to aſſume the Dewannee, as we have juſt ſeen, then our Nabôb is nobody; and Shah Allum iſſues his Royal Firmauns with all *Imperial authority*.

The fact is, that none of theſe revolutions or pretended grants can be ſupported upon principles of juſtice. In all the tranſactions we have taken notice of, there was no right but that of the longeſt ſword, nor any law except the will of the conquerors; who could, upon all ſuch

* See A DEFENCE, &c. printed for J. Brotherton, in Cornhill, 1762, page 22.

† See LORD CLIVE'S LETTER to the PROPRIETORS, printed for J. Nourſe, 1764, pages 34 to 36.

occaſions, have taken for themſelves, or given to the Company what they pleaſed, having no check but *their own conſciences*, or ſeldom any rule but that of *convenience*.

The *Black* Nabôbs had the ſame reaſon for appearing to hold their Nabôbſhips by virtue of Imperial Súnnuds, as the Engliſh Company had for pretending to hold their firſt lands by grants from the Nabôb, and their *ſubſequent Dewannee* from the *Mogul*, though they ſhould be under the neceſſity for each purpoſe reſpectively to create their own Nabôbs or Emperors; viz. the having ſomething oſtenſible to ſcreen their uſurpation, in caſe their pretended right ſhould be diſputed by any other power; but as the ſword alone would decide the point in India, this cloak ſeems to have been chiefly calculated for ſervice in our northern climates.

Perhaps Lord Clive had this idea principally in view, as a farther ſecurity for his Jagueer, when on his laſt trip to Bengal he changed the ſtate of the Company's affairs ſo ſpeedily, by altering all the treaties then ſubſiſting, exalting the Prince Ally Gohár, and introducing the Company as deriving every thing immediately from this our new-created EMPEROR, by the manœuvre of the Dewannee. In the then ſtate of the Company's affairs, it was poſſible that the litigation reſpecting his jagueer might be revived, or that even Government might interfere therein; and his Lordſhip well knew that he could ſcarce have continued in the enjoyment of it, if the Company had been averſe to his ſo doing; much leſs could he ever have obtained ſatisfaction from *the laws or courts of Hindoſtân*, to which, in the opinions of the ableſt lawyers here, the point muſt at laſt have been referred for deciſion. Every ſtep, therefore, tending farther to eſtabliſh the authority of this unfortunate Prince, as Emperor, and to make the Company appear to hold all they poſſeſſed under that authority which was alſo made to confirm his Lordſhip's Jagueer, was adding weight to his own claim; and the additional allowance of twenty-ſix lacks per annum, which his Lordſhip provided for this our Emperor, was binding him by intereſt to his Lordſhip's ſide.

It is ſcarce poſſible otherwiſe to account for this extraordinary and bold ſtep of his Lordſhip, in aſſuming the Dewannee; which, as we have ſhewn in our fourth chapter, had been ſo poſitively rejected by the Company in March 1763; for it was a ſtep that was highly incompatible with the Company's engagements then ſubſiſting with the Nabôb, and injurious to that family from whom both the Company and his Lordſhip had derived the greateſt benefits; nay, and which could not fail of laying open and expoſing the affairs of the Company to thoſe

national

national inquiries which followed; while in fact they had not in Bengal the appearance of receiving immediately any real advantage from the change. That the reader may perceive more clearly the truth of this laſt aſſertion, we will lay before him a ſhort view of the advantages gained by the Company upon the treaties ſubſiſting when Lord Clive and his Committee arrived in Calcutta, compared with thoſe made by them upon their aſſuming of the Dewannee.

In order to form a right judgment of this compariſon, the reader muſt be firſt informed of the true value of the Zemindâry of the late Râjah Bulwant Sing. At the capital city of Banâras, the judicious Governor Vanſittart and his Council had, towards the end of the year 1764, eſtabliſhed a factory conſiſting of a Chief and Council, for the collection of the revenues of that Zemindâry, which was likewiſe more advantageouſly ſituated for extending and increaſing the ſales of broadcloth and other ſtaple articles imported by the Company, than any other factory they poſſeſſed. His Lordſhip and the Secret Committee (who appeared on this as well as on many other occaſions, to have brought from England all knowledge of the ſtate India was in on their arrival) upon relinquiſhing this Zemindâry, reſolved alſo to withdraw the factory; and without duly conſulting the ſervants of the Company employed in that department, were pleaſed to fix the revenues of the country for the laſt year they reſolved the Company ſhould hold it, ending the 27th November 1765, at twenty lacks of rupees. But it is well known that the Râjah, who died about two years ago, collected near four times that ſum. His brother, the late Sirnaam Sing, was actually on the point of making propoſals to the Company for giving them forty-five lacks per annum for that Zemindâry, about the time in which this country was given up by his Lordſhip. In a very ſhort time the Company therefore might with the greateſt propriety, after making every equitable allowance to the Zemindâr, have collected fifty lacks; and upon his demiſe, by keeping the lands in their own hands, upon the footing of the Calcutta Pergúnnahs, there is not the leaſt doubt to be entertained of their having ſoon yielded eighty lacks, or one million ſterling per annum.

Upon the treaties ſubſiſting in GOVERNOR SPENCER's time, February 1755 (See the Appendix, Nos XIV. and XV. pages 21, 22, &c.

	Sicca Rupees.	Pounds Sterling.
The acceſſion of five lacks of Sicca rupees per month in conſideration of the Company's military expences, is, *per annum*	6,000,000	
The revenues of Burdwân, Midnipore, and Chittigong, (excluſive of Calcutta and the 24 Pergúnnahs) agreeably to an eſtimate of Lord Clive's	5,000,000	
The revenues of Ghazipore, Banâras, &c. diſtricts of the Zemindâry of Bulwant Sing, which for the reaſons before given may with great moderation be eſtimated at	4,500,000	
	15,500,000	
Or, at 2s. 6d. each		1,943,750

Upon LORD CLIVE's Treaties in Auguſt 1765, (ſee the Appendix, Nos XVII. XVIII. XXII. and XXIII. pages 27, 29, 36 and 37.)

	Sicca Rupees.		
His Lordſhip himſelf * eſtimated, that the whole revenues of the Company's provinces in Bengal, Bahár and Oriſſa, (excluſive of Calcutta and the 24 Pergúnnahs) would amount to		25,000,000	
From which muſt be deducted,			
The annual ſtipend provided by his Lordſhip for *the Emperor* Shah Allum	2,600,000		
The annual allowance to the Nabôb of Bengal, which though afterwards reduced, was firſt fixed at	5,386,131		
		7,986,131	
		17,013,869	
Or, at 2s. 6d. each			2,126,733
		£.	182,983

* See AUTHENTIC PAPERS, page 26.

The difference in favour of Lord Clive's treaties, according to this eſtimate, which comprehends every article of a permanent nature, is only one hundred and eighty-two thouſand nine-hundred and eighty-three pounds ſterling per annum, even admitting that, agreeably to his Lordſhip's eſtimate, 250 lacks had been actually collected; which we believe, from a variety of cauſes, has not been the caſe in any one year from his Lordſhip's eſtabliſhment to this day. It is true, that the Nabôb, Sujah al Dowlah, upon his being reſtored to his country, paid the Company fifty lacks of rupees, agreeably to the ſixth article of the treaty, as an indemnification for their charges in the war. But this being only a temporary advantage, againſt which muſt be alſo placed the extraordinary charge of that campaign, it cannot with propriety be included in our eſtimate among the articles of a permanent annual revenue.

If then we place againſt the before-mentioned 182,983l. the 400,000l. now paid annually to Government, and the additional improvements which might have been moſt reaſonably expected from Bulwant Sing's Zemindâry, it muſt be allowed that his Lordſhip's alterations, upon aſſuming the Dewannee, have been no way for the intereſt of the Company, even without bringing to account the amazing increaſe in the charges of the civil and military eſtabliſhments, which has been another ill conſequence, to the almoſt entire abſorption of the revenues.

Even the Court of Eaſt India Directors ſeem to have been ſoon ſenſible of this greatly-increaſing charge, by their letter to the Select Committee at *Bengal*, dated the 16th March 1768; wherein, after eſtimating what the various articles of increaſe in their military and other charges would amount to, excluſive of what might be paid to the Marahtahs, if their treaty with that nation ſhould come to a concluſion, they thus proceed, in the 140th paragraph. "When theſe calculations are "made, you will find we already approach the *utmoſt limits of what* "*expence can be afforded from the revenues:* and ſhould there be occa- "ſion for any military operations, it will be found we have not altered "our ſituation much to our advantage; *but have only exchanged a certain* "*profit in commerce for a* PRECARIOUS *one in* REVENUE."

CHAP.

CHAP. VII.

On the MOGUL's FIRMAUNS, the PASSPORTS called DUSTUCKS, and the early POSSESSIONS of the ENGLISH in BENGAL.

THE Portugueze, who after the firſt diſcoveries of Vaſco de Gama, in 1497, poſſeſſed the greateſt power and trade in India for near a century, uninterrupted by any European rival, had ſettlements eſtabliſhed at Surát, and other places on the Malabar coaſt; at Amadavát in the Kingdom of Guezrát; on the coaſt of Coromandel and in Bengal, long before any Engliſh trading veſſels viſited India. They were ſo early, as about the year 1534, in league with the King of Bengal, then independent of the court of Dehly, whom they aſſiſted with a large force from Goa againſt the Patán, Shere Khawn. Their principal ſettlements in Bengal at firſt were Porto Grande, which we now call Chittigong, and near Hoogly, Porto Pequeno, where, or thereabouts, they ſtill preſerve their preſent ſettlement of Bandell: which ſettlement at Hoogly was afterwards confirmed to them by the Emperor Shah Seleem, or Jehan Gueer, the grandfather of the famous Aurengzebe, on condition of their protecting the Bay and Coaſt of Bengal againſt the incurſions of the Mugg pirates, which were at that time very frequent.

Queen Elizabeth was the firſt of Britiſh Sovereigns who intereſted themſelves in the voyages of the Engliſh round the Cape, to the Eaſt; having, for the purpoſe of eſtabliſhing a trade in India and China, ſent her royal letters, by the adventurers of thoſe times, to ſeveral of the Emperors and Princes of thoſe countries; particularly in the year 1583, by two merchants, named John Newbery and Ralph Fitch; and in the year 1596, by two others, named Richard Allot and Thomas Bromfield.

Her Majeſty's letter, dated in February 1583, ſent by Mr. John Newbery to the Great Mogul, or Emperor Akbur, was as follows.

" Elizabeth, by the Grace of God, &c. To the moſt Invincible and moſt " Mightie Prince, Lord Zelabdim Echebar, King of Cambaya, Invincible " Emperor, &c.

" The great affection which our ſubjects have to viſit the moſt diſtant " places of the world, not without good will and intention to introduce " the trade of merchandiſe of al nations whatſoever they can, by which " meanes the mutual and friendly trafique of merchandiſe on both ſides

" may

"may come, is the cauſe that the bearer of this letter, John Newbery, "jointly with thoſe that be in his company, with a curteous and honeſt "boldneſſe, do repaire to the borders and countreys of your empire, wee "doubt not but that your Imperial Majeſtie, through your royal grace, will "favourably and friendly accept him. And that ye would do it the rather "for our ſake, to make us greatly beholding to your Majeſtie; wee ſhould "more earneſtly, and with more words, require it, if wee did think "it needful. But by the ſingular report that is of your Imperial Majeſtie's "humanitie in theſe uttermoſt parts of the world, wee are greatly eaſed of "that burden, and therefore wee uſe the fewer and leſſe words: onely we "requeſt, that becauſe they are our ſubjects, they may be honeſtly in-"treated and received. And that in reſpect of the hard journey which they "have undertaken to places ſo far diſtant, it would pleaſe your Majeſtie, "with ſome libertie and ſecurity of votage to gratifie it, with ſuch pri-"vileges as to you ſhall ſeem good; which curtiſie, if your Imperial "Majeſtie ſhal to our ſubjects at our requeſts performe, wee, accord-"ing to our royal honour, will recompence the ſame with as many "deſerts as we can. And herewith we bid your Imperial Majeſtie to fare-"wel *."

Mr Ralph Fitch, who writes the narrative recorded in Hackluyt, mentions their having ſtaid at the court of the Emperor Akbur, which was then held at Futtehpore, until the 28th September 1585; but takes no notice of any privileges then obtained.

The firſt Engliſhman, as may be gathered from Purchas's Collection, who obtained privileges from the Grand Mogul in favour of this nation, was a John Mildenhall †. He ſet out from London in the year 1599, upon a voyage up the Streights; after which he proceeded over land from Aleppo, through Perſia, to the Mogul's court at Agra, (but was a conſiderable time on his journey, the reaſons for which delay he gives no account of) where he arrived in 1603. He was, as well as his letters, very graciouſly received by the Emperor, to whom he preſented a Nuzzer of twenty-nine fine horſes, and ſome jewellery; but met with great oppoſition from the intrigues of the Jeſuits, particularly the Italians, of whoſe enmity he complains much; and could do nothing for want of the language of the country. He therefore applied hard, and made himſelf ſufficiently maſter of the Perſian tongue, whereby he

* See RICHARD HACKLUYT'S COLLECTION, the 2d volume, page 245. Printed, London, 1599.

† See PURCHAS's PILGRIMS, 1ſt Part of his 2d Book, page 114, *anno* 1625.

found

found means to ingratiate himſelf with the Mogul, and at laſt obtained Firmauns much to his ſatisfaction, and which were ſaid to tend greatly to the profit and honour of this nation; but we are not furniſhed with the copies of thoſe Firmauns.

During Mr. Mildenhall's peregrination, that is, on the 30th December in the year 1600, Queen Elizabeth had granted her firſt letters patent to certain adventurers, for fifteen years, for the diſcovery of the trade to the Eaſt, by the name of The Governor and Company of Merchants of London trading *into* the Eaſt Indies; which moſt probably prevented Mr. Mildenhall's Firmauns from appearing.

Mr. Thomas Beſt *, who went out to India with the direction of *two* ſhips in 1611, carried letters likewiſe from King James, and preſents to the Great Mogul, Shah Seleem (afterwards called Noor al Deen Jehangueer) then at Agra. On the 21ſt October 1612, he ſettled articles of trade with the Mogul Governor of Amadavát and Surát, of which he afterwards received a confirmation from the Mogul, in a Firmaun, dated at Agra the 25th January 1613; whereby, among other things, it was ſtipulated, "That there ſhould be a perpetual peace and free commerce "between the Mogul's ſubjects and the Engliſh in all parts of his do- "minions; that all Engliſh goods ſhould pay cuſtom after the rate of "three and a half per cent. upon the value or price they were worth "when put into the cuſtom-houſe, and that it ſhould be lawful for "the King of England to keep and continue an ambaſſador at the "court of the Great Mogul, during the time of the ſaid peace and "commerce; there to compound and end all ſuch great and weighty "queſtions as might any way tend to a breach of the ſaid peace."

In the year 1614, Sir Thomas Roe †, Knight, was appointed, and ſent by his Majeſty, King James the Firſt, as Ambaſſador, with preſents, and a letter to the Grand Mogul, Shah Seleem, or Jehan-gueer, which letter the following is a copy.

"James, by the Grace of Almighty God, the Creator of heaven and "earth, King of Great Britain, &c. &c.

"To the High and Mighty Monarch, the Great Mogul, King of the "oriental Indies, of Candahár, Caſhmeer, Khoraſſaan, &c. Greeting.

"We have notice of your great favor towards us and our ſubjects, "by your great Firmaun to all your captains of rivers, and officers of "your cuſtoms, for the entertainment of our loving ſubjects, the Eng- "liſh nation, with all kind reſpect, at what time ſoever they ſhall

* See PURCHAS's PILGRIMS, Book II. page 456, &c.
† IBID. page 535, &c.

"arrive

" arrive at any of the ports within your dominions, and that they may " have quiet trade and commerce, without any kind of hindrance or " moleſtation, &c. as by the articles concluded by Sheik Suffee, Go- " vernor of the Guzeráts, in your name, with our loving ſubject Cap- " tain Thomas Beſt, appeareth: having thought it meet to ſend unto " you our ambaſſador which may more fully, and at large, handle and " treat of ſuch matters as are fit to be conſidered of, concerning that " good and friendly correſpondence which is ſo lately begun between " us; and which will without doubt redound to the honour and uti- " lity of both nations. In which conſideration, and for the furthering " of ſuch laudable commerce, we have made choice of Sir Thomas " Roe, Knight, one of the principal gentlemen of our court, to whom " we have given commiſſion under our great ſeal of England, together " with directions and inſtructions, further to treat of ſuch matters as " may be for the continuance and increaſe of the utility and profit " of each other's ſubjects: to whom we pray you to give favor and " credit in whatſoever he ſhall move and propound towards the eſta- " bliſhing and enlarging of the ſame. And for confirmation of our good " inclination and well-wiſhing towards you, we pray you to accept in " good part the preſent which our ſaid ambaſſador will deliver unto " you: and ſo do commit you to the merciful protection of Almighty " God."

Sir Thomas Roe had his firſt audience at court, then kept at Azmeer, on the 10th *January* 1616. He was very graciouſly received: and the anſwer which the Emperor Jehangueer wrote to King James's letter, as delivered to Sir Thomas, was as follows.

After the uſual preamble and compliments, " Your letter, which " you ſent me in the behalf of your merchants, I have received, where- " by I reſt ſatisfied in your tender love towards me; and deſire you " not to take it ill, for not having writ unto you heretofore; for this my " preſent letter I ſend to renew our loves, and herewith do certify you " that I have ſent forth my firmauns through all my countries to this " effect, that if any Engliſh ſhips or merchants ſhall arrive in any of " my ports, my people ſhall permit and ſuffer them to do what they " will freely in their merchandizing cauſes, aiding and aſſiſting them " in all occaſions of injuries that ſhall be offered them, and that the " leaſt cauſe of diſcourteſy be not done unto them, as alſo that they be " as free and *freer* than my own people. And as now and formerly I " have received from you divers tokens of your love, ſo I deſire your

 " mindful-

" mindfulneſs of me by ſome novelty's from your country, as an argument " of friendſhip between us: for ſuch is the cuſtom of Princes here.

" As for your merchants, I have given expreſs order *through all my* " *country* to ſuffer them to ſell, buy, tranſport, and carry away at " their pleaſures, without the let or hindrance of any perſon whatſo- " ever, all ſuch goods and merchandize, or other things, as they ſhall " deſire to buy: and let this my letter as fully ſatisfy you in the deſired " peace and love, as if my own ſon had been the meſſenger to ratify " the ſame. And if any in my country, not fearing God, nor obey- " ing their King, or any other, void of religion, ſhould endeavour, " or be an inſtrument to break this league of friendſhip, I would ſend " my ſon, Sultan Khourm, a ſoldier approved in the wars, to cut him " off, that no obſtacle may hinder the continuance and encreaſing of our " affections."

Such was the nature of the firmauns and the encouragement at firſt granted to the Engliſh, at the ſpecial requeſt of the Sovereigns of England, in favour of the whole nation. By permiſſion of the Mogul government, the Engliſh Company ſettled their firſt factory in Bengal, at Hoogly, where the Dutch had ſettled about the year 1625; and the Engliſh factors at Bengal were dependent upon the Company's ſettlement at Chinipatâm, or Madraſs. Hoogly, which is now in ruins, was at this time a port of conſiderable trade; to which all foreigners in general reſorted, as to the grand emporium for the purchaſe and ſale of all commodities in Bengal: but no Europeans were then permitted to raiſe fortifications in Bengal, being juſtly kept totally dependent upon that government, where they had procured themſelves admittance for the avowed purpoſe of trade only.

As the trade encreaſed from the indulgences granted to foreign ſettlers, they were naturally objects of jealouſy to the natives; ſo that cauſes of diſputes frequently aroſe in many parts of the empire wherein the Europeans had eſtabliſhed their factories. The Engliſhman frequently met with rebuffs that he could not reconcile to his notions of liberty, and the Mogul governors were as frequently diſappointed in their expectations of Aſiatic ſervile obedience from Engliſhmen; ſo that irregularity and diſorder were as often committed on one ſide, as violence and oppreſſion on the other.

Such conteſts were by no means favourable to the Company's trade; and they were unhappily carried to ſuch lengths, particularly at the Company's ſettlements on the Malabar coaſt, that about the year 1685, the Company thought they had no alternative, but either to withdraw their trade, or reſiſt by force the violences of the Nabôbs; which were after-

afterwards not a little aggravated and exaggerated by their governor of Bombay. Having before them, from the tranſactions of the Portugueze, recent proofs of the very great advantages over the natives of India, which were to be had from an European naval armament, and the regular diſcipline of European infantry, the Company determined upon trying what they could effect by force; and, having obtained permiſſion from King James the IId. they fitted out and ſent one fleet to cruize off Surat, and to take, plunder and deſtroy all Indian ſhips and veſſels; and another fleet with troops to Bengal, to act vigorouſly in that quarter.

The fleet on the Malabar coaſt made immenſe booty at ſea, from indiſcriminately plundering all Indian merchant-ſhips, whilſt the troops in Bengal, under the command of Mr. Job Chanock, the Company's chief factor at Hoogly, experienced many changes of fortune. Sir John Child, the Company's governor at Bombay, by his * imprudent conduct prolonged the war until June 1690, which was fatal to the then Company, having coſt them above four hundred thouſand pounds ſterling, before they could get rid of it, beſides the forfeiture of their privileges, and the loſs of their credit with the Indians and the Mogul; whoſe governor of Surat, Sedee Yacoob, took Bombay, and impriſoned the Company's factors, obliging them to paſs through the ſtreets with irons about their † necks.

" The bad ſucceſs of this war obliged the Engliſh to ſue for peace and " pardon from the then Emperor Aurengzebe; for which purpoſe they " diſpatched from Surat two of their factors to Dehly, under the names " of Engliſh Ambaſſadors: one, Mr. George Weldon, who was firſt in " commiſſion, and Mr. Abraham Navaar, a Jew, who was ſecond. " They were brought to Aurengzebe's preſence, after a new mode for " ambaſſadors, their hands being tied by a ſaſh before them, and were " obliged to proſtrate themſelves. The King gave them a ſevere repri- " mand, and then aſked their demands. They firſt made a confeſſion of " their faults, and deſired pardon; then, that their Firmaun, which was

* Hamilton, Vol. Iſt, pages 185 to 229, in his account of the Eaſt Indies, where he commanded a veſſel in the coaſting trade for many years, gives a ſhocking account of the conduct of Mr. John Child, who was related to Sir Joſiah Child, then at the head of the Company's affairs in England. This Mr. Child, appointed governor of Bombay about the year 1682, was ſoon afterwards made general in India, and created a Baronet: for money (ſays our author), which the Company knew how to apply to the neceſſities of King Charles. He is repreſented to have been guilty of every ſpecies of tyranny, oppreſſion, injuſtice and plunder, alike towards the natives of the country and his own fellow-ſubjects; and to have involved the Company in this war, which at laſt ended as diſgracefully to himſelf as to the Company and the Kingdom.

† ACCOUNT of the EAST INDIES by *Alexander Hamilton*, 1727. See alſo HARRIS, Vol. Iſt, pages 901, &c.

" forfeited,

" forfeited, ſhould be renewed, and that the Sedee and his army ſhould " be ordered off the iſland of Bombay.

" Aurengzebe, who was a mild and wiſe prince, accepted of their ſub- " miſſion, and pardoned their faults, on condition that Governor Child " ſhould leave India in nine months, and never come back again: and the " Firmaun was renewed, on condition that ſatisfaction ſhould be given to " his ſubjects on account of debts contracted, robberies committed, " and loſſes and damages made good."

Matters being thus ſettled from the great lenity of the Mogul, the Company's agent in Bengal, Mr. Job Chanock, obtained leave for the Engliſh to return to their factories. He did not chooſe to return to Hoogly, and therefore firſt ſettled at Ulbareea, a village ſituated on a creek upon the weſtern ſide of the river, near forty miles below Hoogly; but, finding this place inconvenient, he afterwards obtained leave from the Nabôb to ſettle his factory at Sootanutty, a village now comprehended in the diſtricts of the preſent town of Calcutta.

Six years afterwards, that is, about the year 1696, ſeveral of the hereditary landholders, headed by the Râjah of Burdwân, declared themſelves independent of the Mogul's governor or Nabôb of Bengal; and, having raiſed a conſiderable force, they proceeded to the taking and plundering of Hoogly, the capital Murſhedabâd, and Ragemahl, before a ſtop could be put to their rebellion. The Engliſh, French and Dutch, with great profeſſions of attachment, declared in favour of the Nabôb; and availed themſelves of this confuſion to fortify their ſettlements, under the pretence of ſelf-defence. Thus aroſe the walls of the Dutch fort at Chinſurah, the French fort at Chandernagore, and Fort William at the Engliſh ſettlement of Calcutta.

The Nabôb who had been ſent by the Mogul Aurengzebe, to quell this rebellion, was Azim al Shawn, a man of a moſt avaricious diſpoſition; which enabled the Engliſh, by bribery, to obtain his conſent for their purchaſing of the Zemindárs, or hereditary landholders, the Zemindáry rights of the diſtricts round them, to the extent of about one mile and a half ſquare; by which they annexed the villages of Calcutta and Govindpore to their juriſdiction, the accuſtomed royalties being reſerved to the Nabôb.

The advantages which the natives found under this new eſtabliſhed government, from the favour ſhewn to the Engliſh, and the great increaſe of trade after the union of their two Companies, brought a great concourſe of people to the Engliſh ſettlement; the importance of which increaſed ſo faſt, that, in the year 1707, the Directors in England appointed Calcutta to be a Preſidency, independent of Madraſs.

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We do not hear of any thing farther paſſing with the Court of Dehly reſpecting the Firmauns of the Engliſh, till the reign of the Emperor Furrukhſeer. The trade of the Engliſh Company in Bengal had, from the period of their ſubmiſſion to Aurengzebe, continued to grow daily more important; but it was not carried on without frequent interruptions from the officers of the Mogul government, which it was hardly poſſible to avoid with a colony ſo ſituated. Being ſenſible likewiſe of the precarious tenures of their eſtabliſhments in Bengal and elſewhere, in the year 1715, the Company ſent a deputation of two gentlemen to the Court of Dehly; one an Engliſhman, named John Surman, and the other a very conſiderable Armenian merchant, named Cogee Serhaud, to ſolicit redreſs for paſt, and ſecurity againſt future oppreſſions; for an extenſion of their old, and for many new privileges; and particularly for a ſmall ſpot of ground to be allowed them wherever they ſettled a factory.

It was upon this deputation that the Engliſh Eaſt India Company obtained their Grand Firmaun, exempting them from paying any duties upon their trade within the Mogul's dominions, on paying a Peſhcúſh, or acknowledgment of ten thouſand rupees per annum. As this is the Firmaun by which they were governed, till they themſelves became the makers of Nabôbs and Moguls, and will ſhew what parts of the petitions of our ambaſſadors were granted, we give it intire to our readers, in the tranſlation which Mr. James Fraſer, a gentleman well acquainted with the Perſian language, has made of it, and inſerted in his Hiſtory of Nader Shah, *viz.*

'*All* governors, people in offices, &c. who are at preſent, and ſhall 'be hereafter in the province of Ahmedabâd, and in the fortunate 'ports of Surat and Cambay, being in hopes of the royal favour, 'Know, that at this time Mr. John Surman and Cogee Serhaud, fac'tors to the Engliſh, have repreſented, "That cuſtoms on Engliſh "goods all over the empire are pardoned, except at the port of Surat; "and that at the ſaid port from the time of the late Emperor Shahab "al Deen Shah Jehán, two per cent. was ſettled as cuſtoms; from the "time of the late Emperor Mohy al Deen Mahomed Aurengzebe Al"lumgaeer, three and a half per cent. was appointed; and in other "places none moleſted them on this account: and in the time of the "Emperor Abul Mazuffer Bahadr Shah, two and a half per cent. was "ſettled, and is in force until now. By reaſon of the oppreſſions of "the government officers there, it is three years ſince they have with"drawn their factory. In the provinces of Bahár and Oriſſa this na"tion pays no cuſtoms; and in the port of Hoogly, in the province

"of

" of Bengal, they yearly give 3,000 rupees acknowledgment in lieu " of cuſtoms; they are in hopes, that, according to the cuſtom of other " ports, in the port of Surat likewiſe a yearly acknowledgment may " be ſettled in lieu of cuſtoms: they agree therefore to a yearly Peſhcúſh, " or acknowledgment of ten thouſand rupees."

' The order that ſubjects the world to obey it, and which muſt be ' ſtrictly followed, is iſſued forth: that ſince they agree to ten thouſand ' rupees Peſhcúſh at the port of Surat, take it yearly; and, beſides ' that, moleſt them on no account. And what goods or effects their ' factors bring or carry away, by land or water, to and from the ports ' of the provinces and other parts, looking upon them to be cuſtom- ' free, let them buy and ſell at their pleaſure. And if, in any place, ' any of their effects ſhould be ſtolen, uſe your utmoſt endeavours to ' recover them, delivering the robbers to puniſhment, and the goods ' to the owner; and wherever they ſettle a factory, or buy and ſell ' goods, be aſſiſting to them on all juſt occaſions; and whomſoever of ' the merchants, &c. they may have a juſt demand on by accounts, ' according to equity, give the Engliſh their due, and let no perſon ' injure their factors. They have likewiſe humbly repreſented, " That " the Dewâns in the provinces may demand the original Súnnud, or " a copy, with the Názim or Dewân's ſeal affixed, that to produce the " original in every place is impracticable; they are therefore in hopes, " that a copy under the Kâzy's ſeal ſhall be credited, and they not de- " mand the original Súnnud, or moleſt them on account of a copy, " with the Názim or Dewân's ſeal. And in the iſland of Bombay, be- " longing to the Engliſh, where Portugueze coins are current, that, " according to the cuſtom of Madraſs, coins may be ſtruck: and that " whoever of the Company's ſervants, being in debt, runs away, may " be ſent to the chief of the factory; and that on account of the " * Fowzdáry, and other forbidden articles (by which means the Com- " pany's factors and ſervants are vexed and diſcouraged) they be not " moleſted."

' The ſtrict and high order is iſſued forth, that a copy, under the ' Kâzy's ſeal, be credited; and that in the iſland of Bombay fortunate ' coins, ſtruck according to the cuſtom of the empire, be current; and ' whoſoever of the Company's ſervants, being indebted, runs away, ' let him be taken and delivered to the chief of the factory, and let

* The Fowzdár in all great cities is the magiſtrate for licenſing of diſorderly houſes, and the ſales of ſpirituous liquors, and takes cognizance of riots, &c. on which account, by the irregularities of the Engliſh ſailors, the Company's ſervants were frequently expoſed to difficulties. This relieved them from the Fowzdár's juriſdiction.

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'them not be moleſted on account of the forbidden articles. They have 'likewiſe repreſented, "That in Bengal, Bahár and Oriſſa the Com-"pany have factories, and that they are willing to ſettle in other places. "They are in hopes, that wherever they ſettle *forty* * *Begas of ground* "may be graciouſly beſtowed on them by the Emperor; and that their "ſhips ſometimes, by reaſon of tempeſts, run aſhore and are wrecked, and "that the governors of the ports do, in an oppreſſive manner, ſeize the "goods, and in ſome places demand a quarter part," 'the royal order 'is iſſued forth, that they act according to the cuſtoms of the factories 'in other provinces in regard to this nation, who have factories in the 'Imperial ports and dealings at court, and have miraculouſly obtained 'a Firmaun, exempting them from cuſtoms. Take care, in a juſt 'manner, of the goods of their ſhips that are wrecked or have loſt their 'paſſage; and in all affairs act according to this great order, and 'demand not a new grant yearly. In this be punctual. Written on 'the 4th of Saffer, in the 5th year of this glorious reign.' (The 6th January 1716-7.)

Mr. Vanſittart, in his narrative of tranſactions in Bengal, has given † another tranſlation of this Firmaun, which differs in many particulars, and even in date, from this of Mr. Fraſer. Both theſe authorities are ſo good that we do not know which to give the preference to: however, as they do not differ in any of the principal points, it is needleſs to ſwell this chapter with the other tranſlation; which the curious reader may conſult in Mr. Vanſittart's work.

In order to certify to the officers of the country governments, ſtationed at the ſeveral watch-houſes and cuſtom-houſes in the country, what was the merchandize that was to paſs by virtue of the Firmaun duty-free, it was always cuſtomary for the governor of Calcutta, and ſometimes the chiefs at ſubordinate factories, to ſign a ſhort note in Engliſh, with a more full one on the ſame paper in Perſian, directed to all officers of the government, in general terms, with an account of the goods, the place from whence they were going, and the market they were deſtined to: to which was affixed the Company's broad ſeal, and this was called a DUSTUCK. While the Mogul government continued in full vigour, this Duſtuck ought to have conducted the Engliſh goods, duty-free, to the utmoſt confines of his dominions; but it ſoon became of no ſervice out of the Bengal provinces; that is, in other words, it was minded only where the Engliſh power could enforce it. By con-

* About 15 acres: a Bega being about 16,003 ſquare feet.
† Vol. I. page 9.

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ſtant uſage, and the connivance of the Indian government, theſe Duſtucks were always looked upon as, of right, belonging to the covenanted ſervants of the Company alſo, for the carrying on of their own private trade.

Such were the privileges which the Engliſh obtained by virtue of the Firmaun of the Emperor Furrukhſeer, which were intended to guard them in the tranſporting of their goods to and from their principal ſettlements, againſt the impoſitions of ſubordinate governors of provinces. At the time thoſe privileges were granted, and for ſome years afterwards, the Indian government could ſcarce feel the loſs or inconvenience ariſing from this general exemption of the trade of the Engliſh from the payment of thoſe duties which the natives were ſubject to; as, while no other undue influence could be uſed, it only occaſioned a loſs in the duties upon the Engliſh trade, which was then inconſiderable, and had not been extended but to a few articles. The goods alſo which the Engliſh were then uſed to buy in the inland country paſſed through a variety of hands before they received them, ſo that an induſtrious and intelligent native, who went about his own buſineſs at firſt hand, could, even after paying duties, bring his goods down to market at the Engliſh ſettlement as cheap as thoſe the Engliſhman received with the duſtuck; as even the Armenians, many of them at leaſt, frequently did. But in ſucceeding times, with the altered ſituation of the country, and of the Company's affairs, the abuſe of this privilege became the occaſion of the greateſt hardſhips upon the natives; and the ſame has been of late years a principal cauſe of the preſent diſtreſſed ſituation of the affairs of *Bengal*, as will be ſhewn in a following chapter.

CHAP. VIII.

ON THE EARLY TRADE OF EUROPEANS TO INDIA, AND IN THE INTERIOR PARTS OF HINDOSTAN; AND ON THE PRESENT DIFFERENCE BETWEEN THE TRADE OF THE ENGLISH COMPANY AND THAT OF BRITISH INDIVIDUALS AND OTHER NATIONS IN BENGAL.

THE European people that firſt figured highly in India, as we have before obſerved, were the Portugueze; who were indebted for all their ancient proſperity to the enterpriſing genius and reſolute perſeverance of one of their princes, of whoſe exalted merits they appear to have

have been blameably inſenſible; his fame among them having never been, in any juſt degree, proportionate to his extraordinary worth; while they have been extravagant in their encomiums on others, whoſe public merits were comparatively inſignificant.

This prince was Dom, or Don *Henrique*, ſo named in honour of his uncle, Henry IV. of England, fourth ſon of John the Firſt, King of Portugal, by his queen, Philippa, daughter of John of Ghent or Gaunt, Duke of Lancaſter, fourth ſon of Edward the Third, King of England. Don *Henrique* was Duke of Viſeu, and, with his father and two of his brothers, a Knight Companion of the Moſt Noble Order of the Garter.

He was by his genius directed to deep and uſeful ſtudies, and practically applied himſelf to the making of naval diſcoveries. To him his country owes the acquiſition, and Europe its firſt knowledge of the Madeira and Azores Iſlands; and the ſucceſſive diſcoveries he directed, had, before his death, extended far on the coaſt of Guinea.

His example and ſucceſs induced the court and kingdom of Portugal to purſue thoſe honourable and uſeful undertakings, which were gradually extended to the Cape of Good Hope, firſt known by the name of the * Cape of *Storms*; and at length this Cape, after many fruitleſs attempts made by other Commanders, was ſucceſsfully doubled towards the end of the year 1497, by Vaſco de Gama, who purſued his voyage afterwards to † Calicut on the coaſt of Malabar; where, in progreſſion, many other eſtabliſhments were afterwards made.

The more early fruits of theſe proſperous adventures were, the acquiſition of the ports of Angola, which ſoon made the Portugueze maſters of that kingdom; and likewiſe the iſland of Moſambique, to the eaſtward of the Cape; from which iſland, for a long time, they carried on a very profitable trade with the inhabitants of the ‡ oppoſite coaſt of Africa, for *gold-duſt*, *elephants teeth*, *cowries*, *&c.*

* *Cabo dos Tormentos.* It was firſt diſcovered in the year 1487, by *Bartholomew Dias.*

† The *firſt American land* was diſcovered by *Columbus* in 1492, ſo that the Eaſt and Weſt Indies were diſcovered very nearly together.

‡ On the eaſtern coaſt of Africa, extending from the Cape of Good Hope northward to the Red-Sea, are ſeveral good harbours, particularly thoſe of Sofala and Melinda. It is well known, that the country of Monomotapa, on the ſhore of which Sofala is ſituated, has in it very rich gold mines, and abundance of elephants; but by being ſituated to the eaſtward of the Cape of Good Hope, the coaſt is within the injudiciouſly-extenſive limits of thoſe regions to which our India Company have an excluſive right of trading; who make little other uſe of it than for taking in water and cattle on their voyages. With regard to this country, therefore, which might be made a fruitful ſource of commerce, the India Company's excluſive right of trade has made them, like the dog in the manger, prevent others from obtaining an advantage, of which they will not avail themſelves; which ſurely is an object deſerving of national conſideration.

The navigation to India being thus opened by the Portugueze, it would probably ſoon have introduced many rivals to them in thoſe ſeas, had not the diſcovery of America ſo ſpeedily followed it; the nearer ſituation of which country, and the ſudden enriching of Spain, by the great importations which ſhe made of ſilver from thence, induced other nations * to prefer making expeditions to that quarter of the globe, and particularly the Engliſh, who were early and ſucceſsful in their American diſcoveries.

Portugal therefore was a long time unrivalled in her Aſiatic commerce: and in however raſh and weak a manner ſhe conducted her affairs in India, from vain-glory, bigotry, and religious perſecution, yet ſhe became gradually enriched by it to an amazing degree. This proſperity of Portugal continued to the time of the failure of the male branches of her royal family, of which misfortune Philip the Second of Spain availed himſelf for pretences to take poſſeſſion of that kingdom; whoſe views afterwards with regard to America, and whoſe frequent embroils with other powers, as well as with his own Netherland ſubjects, made him ſo inattentive to other purſuits, as to furniſh from his own conduct and the example which he gave to his ſucceſſors, opportunities to the Dutch, when they had caſt off the Spaniſh yoke, for eſtabliſhing their own power, by means that greatly injured the Portugueze ſettlements in Aſia, Africa and America.

To the ſtrong jealouſy which Spain entertained of the Portugueze, and of courſe her diſregard to their intereſt; to her embroils with the reſt of Europe, and to her predilection for American purſuits, the Dutch were principally indebted for thoſe opportunities which they had the ſkill fully to avail themſelves of, for eſtabliſhing their intereſt and power in Aſia; which till lately, particularly from their monopoly of the ſpice-trade, had been long ſuperior in India to that of all the other powers of Europe; and which yet is, and probably will continue, on a very formidable footing.

In the firſt age of the Portugueze power in India, their merchants uſed to trade inland to the moſt interior parts of Hindoſtân; ſuch as Agra, Azmeer, Burrampore, Lahorre, and down the river Indus, to Tatta and Amadavât; and, according to Cæſar Frederick's account, about

* The ſituations of the times were alſo obſtructive of ſuch proceedings. The reformations in religion were then taking place in ſeveral parts of Europe, which introduced religious perſecution, and cauſed many inteſtine broils. The royal ſucceſſion was likewiſe growing to an end in Portugal, and was alſo endangered both in England and France. Spain was moreover an object of general jealouſy, and had provoked revolts in ſome of her dependent provinces; and indeed the general peace of Europe was, in thoſe times, by no means on a ſecure footing.

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the year 1563, they uſed to ſend thirty or thirty-five ſhips from Bengal *, loaded with rice, cloth, lacks, ſugar, long pepper, wood-oil and other commodities to the Malabar Coaſt every year.

In thoſe times every poſſible encouragement was given by the Moguls to merchants of all nations, who, very contrary to the preſent impolitic conduct of the Engliſh Eaſt India Company, were allowed free ingreſs and egreſs for their traffic to and from Bengal, by land and by water; inſomuch that large caravans over land were uſed to come from the moſt diſtant parts, even from Muſcovy, as well as large fleets of boats down the rivers † Jumna and Ganges, for the purpoſes of trade, into Bengal and the adjacent provinces.

The Portugueze, from too bigotted a zeal for religion, as well as the deſire of getting money too faſt, had been guilty of ſuch oppreſſions towards the natives as ſerved effectually to root an antipathy towards Europeans in their hearts. This contributed as much as any thing to the ruin of their affairs in India, which was alſo not a little haſtened by the rivalſhip of the Engliſh, as well as the Dutch, after the year 1600. From the time of their firſt acquiring power in India, the Portugueze had enthuſiaſtically demoliſhed the Idols ‡ of the Gentoos, and by perſecutions endeavoured to aboliſh their cuſtoms, nay, and even to force them to the profeſſion of the Chriſtian religion, which could not but be deſtructive of all commercial intercourſe: and, accordingly, as ſoon as the natives found protection and toleration in any new-eſtabliſhed European ſettlements, all the trade in the neighbouring Portugueze ports ſpeedily dwindled away to nothing.

The trade of England, directly with India, was hardly heard of till towards the latter end of the reign of Queen Elizabeth; who in the year 1600, granted her firſt charter, or letters patent to certain adventurers of this country, for fifteen years, which ſhe precautionarily made revocable at pleaſure, on two years notice being given under the

* See HACKLUYT's COLLECTION, Vol. I. page 230. In the original, it is ſaid from *Satagan*; which word has puzzled all our old geographers, for want of a more intimate knowledge of the diviſions of Bengal. Satagan, as mentioned by Cæſar Frederick, means a diſtrict compoſed of ſeveral of the pergúnnahs ſubordinate to Hoogly, of which the accounts were kept in the King's books under the title of Sircár Sautgaum, and by which that part of the country was generally known.

† IBID. Page 252 to 257. Mr. Ralph Fitch, one of Queen Elizabeth's ambaſſadors to the Emperor Akbur, ſays, that in the year 1585, when he went from Agra to Satagan, or Bengal, he ſet off in the company of many merchants, with a fleet of 180 boats, down the Jumna, loaded with ſalt, (meaning a ſpecies of rock ſalt called Sambull) ophium, hing, carpets and other commodities.

‡ In the life of Dom Joam de Caſtro, a nobleman of high Character, who died Viceroy of India (publiſhed at Paris 1759) there is a letter, dated the 8th March 1546, from John III. King of Portugal to that Viceroy, full of the moſt rigorous inſtructions for the extirpation of Idolatry. The Gentoos about Goa are to this day obliged to go ſeveral leagues from the city, whenever they perform any of their religious ceremonies.

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privy ſeal. We know the tranſactions of that Company could never have been very important; and ſuch even as they proved, there appeared to have been an effectual end put to them by the troubles of ſucceeding times. A new Company was however eſtabliſhed in the reign of Charles the Second; to which the acquiſition of Bombay, as part of the dowry of Queen Catherine, muſt have been not a little important. Yet this trade, during the reigns of Charles and James the Second, could never have been intended for other than a very limited proſecution, as the Companies were circumſcribed to ſix good ſhips and ſix pinnaces to be employed therein *. So that either the utility of the trade muſt have been ſtrongly ſuſpected, or there were ſome ſecret motives for fettering in ſuch manner ſo important an undertaking; which, if good in its nature, could not have been proſecuted too far. But whatever were the motives for ſuch a regulation, there appear no rational grounds for ſuppoſing, that the trade was proſecuted with any material degree of ſpirit during the reigns of Charles and James the Second; becauſe thoſe who obtained the firſt charter after the Revolution, which was granted by William and Mary, were ſo languid in their meaſures, as to give encouragement to an unchartered ſet of adventurers to eſtabliſh a new Company in defiance of the royal prerogative, and in oppoſition to a body of men, who were, or ought to have been, poſſeſſed of ſuch knowledge, from experience, as would have given them material advantages over ſuch rivals as probably were leſs practiſed in the buſineſs. It is true, that an alteration in government might have occaſioned an alteration in commercial matters; and a languor in the proceedings of the firſt Company might have principally induced the forming of another. All here contended for is, that the little ſucceſs of preceding Companies, from what cauſes ſoever it might happen, ſerved rather to diſcourage than animate a new one to ſpirited undertakings; therefore, till after the Revolution, there is reaſon for ſuppoſing the Eaſt India trade of this country had been extremely inſignificant.

* It may be thought ſtrange, that the conſtitution of England ſhould be ſo greatly ſtrained, if not violated, for the ſake of eſtabliſhing a commercial monopoly, and at the ſame time, that there ſhould be ſuch very limited degrees preſcribed to its operations. But Portugal in thoſe days had recovered her independency, and India ſtill continued to be a great object with her. One of the national bribes to the marriage of Charles with the Infanta Catherine was the ſurrender of Bombay to this kingdom: and it is not improbable that Charles, who was always in want of money, had a ſecret preſent given him to render the acquiſition of as little importance as poſſible; which he did by limiting the very trade of the Company, who had likewiſe paid him for granting to them his excluſive charter. And this may the more readily be ſuſpected, as in the reign of King William, the glorious deliverer of this nation, he, his miniſtry, and not a few of his parliament, were all paid to grant a new charter to an India Company, without any limitation whatever to their trade.

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However, after the erection of a ſecond Company, the ſpirit of rival-ſhip occaſioned thereby muſt have puſhed the proſecution of that trade to the utmoſt prudent degree; which might not be a little aſſiſted and encouraged by the very improving ſtate of our colonies and commerce. This rival contention was continued till the 6th of Queen Anne; when, by an act of parliament, the two Companies were united: which United Company, by renewals of their charter, has exiſted ever ſince; and, by a late extenſion of that which they poſſeſs at preſent, they are likely to exiſt till the year 1783.

It is certain, that ſince the union of the two Companies, three commercial cauſes have greatly contributed to the increaſe of this trade; which are, firſt, the immenſe improvement of our American, and of courſe African commerce, both of which have much augmented the conſumption of Indian commodities: ſecondly, the great increaſe of the callico-printing buſineſs in this kingdom, owing to an extended foreign demand through a variety of channels; and, thirdly, the almoſt univerſal introduction of the uſe of tea, not only in this kingdom, but likewiſe into its dependent dominions.

In the early periods of the Eaſt India trade it appears, from various accounts in Purchas's Collection, that the Engliſh, as well as all other European adventurers, uſed to trade freely inland, under the protection of the Mogul government; tranſporting their goods in the carriages of the country, called Hackeries, to the moſt interior parts of Hindoſtân, where they carried on a conſiderable trade in many articles, particularly indigo, which uſed to anſwer very well before the cultivation of that plant in America. But upon the confuſion introduced after the ſubverſion and diſmembering of the empire, the ſecurity of merchants became extremely precarious; who were made ſubject, as we find, to very great impoſitions in the different provinces, or Nabôbſhips, through which they paſſed. This indeed was ſo much the fact, that both Companies, while they continued ſeparate, often experienced great inconveniencies from their agents going into the interior parts of the country to do their buſineſs; where they were frequently made to pay conſiderable ſums to the Mogul Governors, or Nabôbs, for their releaſements; for accommodations of diſputes, or for reparation of injuries, ſometimes real, but perhaps much oftener pretended. Therefore, after the uniting of the two Companies, when their affairs became reduced to a more regular ſyſtem, it was made a general rule, not to permit any who were in their ſervice, or under their juriſdiction, to go far into the inland country, without leave firſt obtained from the Governor and Council of the place at which they reſided. There had

been

been, however, at all times, many perſons who reſided and traded in different parts of the inland country, who were ſubject to their reſpective laws: but being acquainted with the Indian languages and cuſtoms, they either took care to keep themſelves out of ſcrapes with the natives, or having got into them, extricated themſelves therefrom in the beſt manner they could, from knowing they had no kind of claim to the interference of thoſe who acted for the Company. Such reſtrictions on travelling as have been mentioned were certainly neceſſary and prudent, with regard to the ſervants of, and dependents on the Company, while the country continued in ſo unſettled a ſtate; but there can be no longer need of them now, at leaſt in thoſe countries which are under the immediate power of the Engliſh Sovereign-company. Yet it will be ſhown in ſubſequent chapters, in what degrees the Company and their repreſentatives, in later times, have availed themſelves of that obſolete reſtriction, to promote their own pernicious monopolies of the inland trade, and for the favouring of partial private views.

The whole trade of the Engliſh Eaſt-India Company in Bengal conſiſts in the ſales of broad-cloth, perpets, copper, iron, lead, and a few other commodities from Europe; and in the purchaſe of piece-goods, ſilk, drugs, ſaltpetre, and other articles for the cargoes of their returning ſhips. The Dutch, beſides their European imports and exports, carry on a conſiderable trade, on their Company's account, from port to port in India, particularly in Japan copper, tin, camphire, benjamin, tuthenaigue, ſugar, ſpices, china-ware, arrack, &c. but the only trade of this kind carried on for account of the Engliſh Company, is a little ophium ſometimes, from Bengal to Bencoolen, about 600 bales of cotton on a ſhip now and then from Bombay or Surát, as tonnage offers, and a little pepper from Bencoolen to China: all of which is very inconſiderable.

All the goods imported by the Engliſh Company into Bengal are ſold at ſtated periods by public auction, or, as it is termed in India, *at Outcry*: and upon the ſales, a diſcount of nine, ſix, or three per cent. is allowed, according as the purchaſer clears out his goods within the limited time. To theſe outcrys all perſons, without diſtinction, are invited by the allowance of a duſtuck for ſuch goods as they there purchaſe, which is given by the Governor upon their clearing them out.

The proviſion of the inveſtment*, for the cargoes of the ſhips returning to Europe, is made from ready money advances in the inland countries, partly under the direction of the Chiefs and Reſidents at the Company's ſubordinate factories of Chittigong, Luckypore, Dacca,

* By inveſtment is now underſtood the goods purchaſed at firſt hand, from the weavers, or manufacturers.

Coſſimbazar,

Coſſimbazar, Maldah, Patna, Burdwân, and Midnapore, who ſend black gomáſtahs into the interior parts for that purpoſe, and partly by black gomáſtahs at the other Aurungs, or manufacturing towns, under the direction of a member of the Board of Council at Calcutta, who fills the poſt of export-warehouſe-keeper.

The ſole lawful difference between the trade of the Engliſh Company, and the trade of Engliſh free merchants and free mariners, as it was ever underſtood and practiſed in India during the independency of the Mogul government, was, that the Company's goods, by virtue of the Mogul's firmaun, confirmed afterwards by the uſurping Nabôbs in their treaties with the Company, paſſed with their duſtuck, duty-free, while thoſe of the free merchants and other traders were expoſed to the payment of the duties eſtabliſhed by the country government.

The Portugueze have, for a conſiderable time paſt, ſcarce carried on any regular trade at their ſettlement of Bandell. The Dutch, French, and Danes, the latter of whom at their ſettlement of Serampore obtained their ſunnud from the Nabôb Allaverdy Khawn about twenty years ago, likewiſe ought to poſſeſs their privileges of trading in all articles without exception; paying no duties on ſuch goods as they import, but only two and one half per cent. at Hoogly upon what they export by ſea, and conforming in all other articles of trade to the eſtabliſhed cuſtoms of the empire. They likewiſe poſſeſs a ſmall diſtrict of land round each of their ſettlements, and have been always uſed to give their reſpective duſtucks alſo with their goods.

The *Armenians*, who have ever been a great commercial body in *Hindoſtân*, have alſo long had conſiderable ſettlements in Bengal, particularly at Sydabâd. Their commerce was likewiſe eſtabliſhed by the Mogul's firmaun, whereby the duties on the two principal articles of their trade, piece-goods and raw ſilk, were *fixed* at three and one half per cent. *But after the ſubverſion of the Mogul empire, and during* the reigns of the independent Nabôb-uſurpers, they, as well as the Europeans, were at times expoſed to great impoſitions, and interruptions of their trade. At preſent, ſince the Engliſh Company have taken the ſovereignty of the country into their own hands, they all trade under the appearance of the old forms, ſubject in all places within the Bengal provinces, out of the juriſdiction of their reſpective ſettlements, to ſuch regulations as the Engliſh are pleaſed to impoſe on them *, through the nominal Nabôbs; which regulations on many occaſions

* When the foreigners prove refractory, the Fowzdár of Hoogly is made to ſurround their ſettlements with troops, in the name of *the Nabôb*, to ſtop their proviſions, and obſtruct their buſineſs. This has actually been frequently practiſed.

amount

amount to a total prohibition of their trade, being in general temporary, contradictory, and wholly calculated for obſtruction.

The difference alſo between the lawful trade of the Company's ſervants and that of Engliſh free merchants and other perſons reſiding under the Company's protection was, that the covenanted ſervants of the Company, as hath been obſerved in another place, were by connivance of the country government, and long eſtabliſhed uſage, indulged with duſtucks for the carrying on of their trade duty-free, while the others, for want of that duſtuck, were ſubjected to the payment of the government duties. It is true, the inconveniencies and impoſitions which the want of this duſtuck expoſed the European-free-traders to, were ſuch as generally induced them to prefer contracting with the Company's ſervants for the delivery of ſuch goods as they wanted in Calcutta; and it in fact amounted to an almoſt total excluſion of them from the inland trade, from one place to another, which, when Bengal flouriſhed, was generally very beneficial.

With reſpect to the trade that was actually carried on within the Company's principal ſettlements of Calcutta, Madraſs and Bombay, all were, or ought to have been upon an equal footing.

Such was the ſituation of trade before the Engliſh Company made themſelves the Sovereigns of Bengal: and this repreſentation is agreeable to the ideas of the former Courts of Directors in England; who, in their general letters to India down to the year 1757, and particularly in that year, gave their expreſs ſentiments and directions upon this ſubject to their different preſidencies, in this manner. "That all perſons under "the protection of the Company ſhould have the liberty of reſorting "to, and trading at all and any of the Company's ſettlements in the Eaſt "Indies, and at all other places within the Company's limits, in as full, "true and extenſive a manner as the reſt of the Company's ſervants; "they paying the duties, according to the uſual and cuſtomary methods "and rates eſtabliſhed at ſuch places." And about the ſame time, in order to aſcertain the rights of perſons reſiding upon the weſtern coaſt of Sumatra, the Court of Directors were alſo pleaſed to give their ſentiments to their Preſident and Council at Bombay in the following words. "All "perſons reſiding upon the weſt coaſt of Sumatra, who ſhall reſort to, "or trade, either by themſelves or their agents, at Fort St. George, Fort "William, or Bombay, and their reſpective dependencies, are to buy "and ſell publicly or privately, as they themſelves ſhall chooſe; dealing freely, and without reſtraint with whomſoever they ſhall think "proper; and if, contrary to this article, they ſhall be oppreſſed or "injured by any perſon whatſoever, ſuch perſon or perſons, let their "rank

"rank be what it may, will incur our higheſt diſpleaſure, and ſhall cer-"tainly feel the weight of our reſentment."

Thoſe were the judicious orders given for the protection of trade by former Courts of Directors: and by the repreſentation which has been juſt given of the nature of the Engliſh Company's trade in India, the reader, who is a merchant, will eaſily ſee that upon a footing of fair trade, it muſt be ever for the intereſt of the Company, though not for that of their ſervants, to encourage private traders of all nations, in India, for theſe obvious reaſons; that the more traders, the more purchaſers of the Company's ſtaple imports, the ſales of which would be the more induſtriouſly puſhed in every corner of India; and the more providers of goods at the manufacturing towns, the more the manufacturers would be encouraged, and upon a free inland trade, the more goods would come to market. But ſince the Engliſh Eaſt India Company have become the Sovereigns, they and their ſubſtitutes have been excluſively the ſole merchants of Bengal, and ſeem to have adopted ſentiments as repugnant to the true ſpirit of mercantile affairs, as could poſſibly be conceived: nay they have of late even ventured to aſſert, that they alone have a right to trade *in India*; and in conſequence of that abſurd opinion, they have directed certain merchants, inhabitants of Calcutta, not to trade; alledging, very nicely, that though they might have a legal right to reſide at their ſettlements, they could have no right to trade there; which is the ſame thing as telling a man he may have a right to live, but no right to uſe the means of his profeſſion for acquiring wherewithal to ſupport life.

It is true, that ſuch reſtrictions have never been laid but upon particular perſons whom the Company deſigned to oppreſs and cruſh. But how miſerable and deſpicable muſt that ſtate of the government of the Company's affairs be, wherein the general ſyſtem of juſtice is ſtopped or perverted, for the ſake of oppreſſing an individual!

It is true alſo, that this abſurd doctrine has never been maintained or enforced till within theſe ſix years paſt; ſince which time every manœuvre of thoſe who govern the Engliſh Eaſt India concerns, and particularly in Aſia, ſeems to have been calculated with a view to facilitate the monopolizing of the whole interior trade of Bengal. To effect this, inconceivable oppreſſions and hardſhips have been practiſed towards the poor manufacturers and workmen of the Country, who are, in fact, monopolized by the Company as ſo many ſlaves. This ſpecies of monopoly has occaſioned frequent complaints from the agents of the French and Dutch Companies: the latter of whom, upon a late diſpute, made propoſals to the Engliſh for a participa-

 tion

tion of the weavers. As nothing can ſhew the ſtate of the Company's inland trade in Bengal better than the words of their Preſident and Council at Calcutta upon this very ſubject, we will give them, as contained in part of the 62d paragraph of their General Letter to the Directors, dated the 14th September 1767, which were as follow.

" A participation of the weavers would be *to throw off the maſk*, and " acknowledge ourſelves the ſovereigns of the country. It would coun- " teract, in the moſt expreſſive manner, *the profeſſions we make, the ap-* " *pearances we neceſſarily aſſume, and the endeavours we uſe of ſeeming to act* " *from the Nabôb's authority only.* In a word, the diſproportion of hands " neceſſary to form their inveſtment and yours would appear *ſo great*, that " we could not accept the propoſals of participation, without confeſſing all " that *policy requires ſhould be concealed.*"

Various and innumerable are the methods of oppreſſing the poor weavers, which are daily practiſed by the Company's agents and gomáſtahs in the country; ſuch as by fines, impriſonments, flaggings, forcing bonds from them, &c. by which the number of weavers in the country has been greatly decreaſed. The natural conſequences whereof have been, the ſcarcity, dearneſs and debaſement of the manufactures, as well as a great diminution of the revenues: and the proviſion of the Company's inveſtment has thereby now become a monopoly, to the almoſt entire excluſion of all others, excepting the ſervants of the Company higheſt in ſtation, who having the management of the inveſtment, provide as much as their conſciences will let them for the Company, themſelves and their favourites; with excepting alſo the foreign Companies, who are permitted to make ſome ſmall inveſtments, to prevent clamours in Europe.

As our 14th chapter particularly treats of the general modern trade in Bengal, and of the oppreſſions and monopolies which have been the cauſes of its preſent decline, we ſhall here refer our readers thereto, for what farther relates to ſuch matters.

CHAP.

CHAP. IX.

OF the COURTS of LAW eſtabliſhed by the CHARTER granted to the COMPANY; and of the GOVERNMENT, POLICE, and ADMINISTRATION of JUSTICE in BENGAL.

IN all countries the right adminiſtration of juſtice is the foundation of national proſperity; as, on the contrary, the groſs and partial abuſes of it, will ever prove the ſources of inevitable ruin.

Deſpotiſm and arbitrary violences are not more pernicious to individuals than they are unpropitious to trade, and hurtful in their conſequences to a ſtate. Without great perſonal ſecurity, there will be no extraordinary exertions of induſtry, nor indeed ſtrong applications of any kind. Even fortunes will be conſidered as hardly worth acquiring, if the poſſeſſion of them be rendered tòo precarious; and ſtill leſs will men be inclined to hazard ſuch as they inherit, in commercial undertakings, if not protected by ſalutary and well-executed laws; becauſe property ſo employed will be always in danger from the abuſes of extreme power.

Wherever the legiſlative and executive powers are lodged in the ſame hands, whether of one or more perſons, they, together, may be conſidered to conſtitute complete deſpotiſm; becauſe there will exiſt the overbearing power of making, altering, abrogating, interpreting, and executing laws at will.

In a great degree, the Engliſh Eaſt India Company has been inveſted with ſuch powers, by the authority given them as a body-corporate, to make bye-laws for the regulation and management of their own concerns, although with the precautionary proviſo, that ſuch bye-laws ſhall be agreeable to reaſon, and not contrary or repugnant to the laws of the realm. This is a power which, perhaps might be ſafely truſted, where its operations muſt be within the immediate reach of the laws of the land, or even farther, if merely confined to commercial undertakings. But this high truſt in the India Company, which is exerciſed by their deputies, and even by the dependents on thoſe deputies, from unforeſeen events, has extended in the moſt remote regions of the globe, to large, wealthy, and populous provinces, now appertaining to the ſovereign and ſtate of Great Britain; where the laws of this kingdom can afford little protection to thoſe who go from hence to

India, and none at all to the natives of thoſe countries; who, nevertheleſs, are now the ſubjects of the ſtate, and ought to be under the protection of the ſupreme legiſlative power. This high truſt, which, at preſent, thus deſcends to a ſecond and even third delegation, and may be made productive of all kinds of injuries and oppreſſions to many millions of people, is actually executed, at an immenſe diſtance from the ſeat of government, by ſuch perſons as are too frequently moſt intereſted in the practice of oppreſſions, and almoſt every ſpecies of injuſtice and violence.

In all national ſettlements, Engliſhmen live under the protection of the laws of their country; of the full enjoyment of which right, there is no power in this kingdom which can conſtitutionally deprive them. And accordingly the laws of England have expreſsly appointed, that juſtice is to be adminiſtred in the Company's ſettlements in India according to the Engliſh laws, not only to the natives of this realm, but to foreigners who reſide there under the Company's protection, and likewiſe to ſuch of the natives of India as chooſe to appeal to them. Such is the ſpirit of the laws made here with reſpect to juſtice in India; but there have been furniſhed, by certain unconſtitutional powers given to the Company, that which has in practice ſo corrupted, or perverted the letter of the law, as to render it little better than a convenient covering to abuſe.

In England, the Sovereign appoints the judges, who are conſtitutionally the expounders of the laws and preſiding magiſtrates in the tribunals of diſtributive juſtice. But that they may continue entirely uninfluenced in the diſcharge of their truſts, the Sovereign, who appoints them, cannot diſmiſs them from their offices. This can only be done by an impeachment in parliament, on an exhibited charge of high crimes and miſdemeanours in their official capacities, on which they are brought to trial at the bar of the Houſe of Peers: ſo very guarded are the ſtations of judges againſt undue influence in this kingdom.

Upon a repreſentation being made to the Crown by the Eaſt India Company, that "*by a ſtrict and equal diſtribution of juſtice* within the "factories and places belonging to them in the Eaſt Indies, and other "parts within their limits, from the Cape of Good Hope to the Streights "of Magellan, they had very much encouraged, *not only the ſubjects "of Great Britain*, but likewiſe the ſubjects of other Princes, and the "natives of the adjacent countries, to reſort to and ſettle in their ſeveral "factories, for the better and more convenient carrying on of trade; "by which means ſome of the ſaid factories, and eſpecially the factories

"of

" of Madraſs; Bombay, and Bengal, were become very populous: and " upon the petition of the ſaid Company farther ſuggeſting, that the grant- " ing them ſuch powers as might conduce to the puniſhing of vice, ad- " miniſtring of juſtice, for the trying and puniſhing of capital and other " criminal offences, and the better government of their ſaid ſettlements " abroad; would not only tend to the advancement of thoſe good ends, " but alſo to the increaſe of the national trade, and of his Majeſty's re- " venues," the two charters of juſtice of the 24th Sept. in the 13th year of Geo. the Iſt. (1726) and of the 8th Jan. and 26th of Geo. the IId. (1753) were, in purſuance of ſeveral acts of parliament paſſed for that purpoſe, granted to the Eaſt India Company.

It was upon a repreſentation from the Company, that it had been found, by experience, that there were ſome defects in the firſt-mentioned charter (of which notice will be taken hereafter) that the ſurrender of it was accepted, and the ſecond Charter granted them. The courts of juſtice eſtabliſhed by the authority of the Britiſh legiſlature in the Company's principal ſettlements, eſpecially in Bengal (of which we more particularly treat) as appears by the charter laſt mentioned, are the following.

Firſt, THE MAYOR'S COURT; being a Court of Record, conſiſting of a Mayor and Nine Aldermen, Seven of which Aldermen, together with the Mayor, muſt be natural-born Britiſh ſubjects; and the other Two Aldermen may be foreign proteſtants, the ſubjects of any other Prince or State in amity with Great Britain; which Court is appointed a body politic and corporate, to have perpetual ſucceſſion; and, being perſons capable in law to ſue and be ſued, they, or any Three or more of them, (whereof the Mayor or Senior Alderman for the time being, then reſiding in the ſettlement, to be One) are authorized to try, hear and determine all civil ſuits, actions and pleas, between party and party, that may ariſe within the ſaid factories, except ſuch ſuits or actions ſhould be between the Indian natives only; in which caſe ſuch ſuits or actions are to be determined among themſelves, unleſs both parties ſhall by conſent ſubmit the ſame to the determination of the Mayor's Court. And this Court is further authorized to grant probate of wills, and letters of adminiſtration for the eſtates of perſons dying inteſtate.

For putting this charter in execution, inſtructions have been ſent out by the Company, as drawn up by their lawyers, for the direction of this Court, as to the form and method of their proceedings; which is by bill and anſwer, in imitation of the proceedings in the High Court of Chancery; but the Court of Aldermen, or a quorum of three of them, as above mentioned, when the cauſe is at iſſue proceed to hearing, and the giving

giving of judgment in matters of the greateſt concern, without ever appointing a jury to find damages, as is the cuſtom in England.

The Governor, or Preſident and Council of Calcutta have, by charter, the appointment of the ſaid Mayor and Aldermen, who, after that nomination, are to continue for life in their reſpective offices of aldermen: but this continuation in office is ſtrangely circumſtanced; for the ſame Governor and Council are impowered to remove, without even the concurrence of the corporation, any alderman, upon a reaſonable cauſe, of which they are left the ſole judges in India; ſuch their ſentence, or adjudication of removal being only ſubject to an appeal to his Majeſty in Council, in England.

The Second Court is THE COURT OF APPEALS, being alſo a Court of Record, conſiſting of the ſaid Governor and Council, any three of whom, the Governor, or in his abſence the Senior of the Council being one, are authorized by the charter to receive, hear and finally determine every cauſe appealed from the decrees of the Mayor's Court, in which the value ſued for does not exceed one thouſand pagodas, or about four hundred pounds ſterling; and from all their deciſions in cauſes above that ſum, there lies an appeal to the King in Council, upon ſecurity being given for the payment of the ſum adjudged, with intereſt from the time of the decree, and coſts of ſuit.

The Third Court is THE COURT OF REQUESTS, conſiſting of Twenty-four Commiſſioners, ſelected originally by the Governor and Council from among the principal inhabitants of Calcutta, who are appointed by the ſaid charter to ſit every Thurſday, with powers to hear and determine ſuits in a ſummary way, under ſuch orders and regulations as ſhall from time to time be given by a majority of the Court of Eaſt India Directors; which Commiſſioners, or any three or more of them, are to ſit in rotation, and have full power and authority to determine all ſuch actions or ſuits as ſhall be brought before them, where the debt or matter in diſpute ſhall not exceed the value of five pagodas, or forty ſhillings. One half of the number of the Commiſſioners, being thoſe who have longeſt ſerved, are removed by rotation annually, on the firſt Thurſday of December, and an equal number are choſen by ballot from among themſelves.

By the ſaid charter the Governor of Calcutta, and all the members of the Council for the time being, and they only, are appointed, and have power to act as juſtices of the peace in and for the ſaid town of Calcutta, and all other the factories ſubordinate thereto, with the ſame powers as juſtices conſtituted by commiſſions under the great ſeal of Great Britain, in and for any part of England.

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The Fourth Court is THE COURT OF QUARTER SESSION, conſiſting of the ſaid Governor and Council for the time being, any three or more of whom, the Governor, or in his abſence the Senior of the Council then in Calcutta to be one, are authorized to hold quarter-ſeſſions of the peace four times in the year, within the diſtricts of Calcutta, and were at all times thereafter to be a court of record, in the nature of a Court of Oyer and Terminer and Gaol Delivery; and Commiſſioners of Oyer and Terminer and Gaol Delivery for trying and puniſhing of all offenders and offences (high-treaſon only excepted) done or committed within the diſtricts of Calcutta and the factories ſubordinate thereunto: and it is thereby ordained to be lawful for the ſaid juſtices and commiſſioners reſpectively, to proceed by indictment, or by ſuch other ways and in the ſame manner as is uſed in England, or as near as the condition and circumſtances of the place and inhabitants will admit of, iſſuing their warrant or precept to the Sheriff, (who is likewiſe elected and appointed by the ſaid Governor and Council) commanding him to ſummon a convenient number of the inhabitants to ſerve as Grand and Petit Juries; and the ſaid Juſtices are alſo authorized to do all other acts that Juſtices of the Peace and Commiſſioners of Oyer and Terminer and General Gaol Delivery uſually and legally do; and the Court may aſſemble and adjourn at and unto ſuch times and places as they ſhall judge convenient.

By the ſaid charter, the Eaſt India Company and their ſucceſſors are authorized to raiſe forces within their ſaid limits, and to appoint ſuch generals and officers to command the ſame by ſea and land as to them ſhall ſeem meet; with powers to make war, and to kill, ſlay and deſtroy all and every ſuch perſon or perſons as may at any time enterprize the deſtruction, detriment, or annoyance of them, or of any of their ſervants, or perſons dealing with them; and in time of open hoſtility they are authorized to uſe and exerciſe martial diſcipline and the law martial, in ſuch caſes as occaſion ſhall neceſſarily require. In ſupport of theſe very extraordinary privileges, granted by ſuch extraordinary ſtretches of prerogative and power, to a body of merchants over their fellow-ſubjects, in the twenty-ſeventh of George the Second an act of parliament was alſo paſſed, entitled, An act for puniſhing mutiny and deſertion of officers and ſoldiers in the ſervice of the United Company of Merchants of England trading to the Eaſt Indies, whereby the Company and their repreſentatives, the Preſidents and Councils for the time being at their ſeveral ſettlements, are authorized to appoint courts-martial for the trial of their officers and ſoldiers for all offences, to be tried

tried and proceeded againſt, in ſuch manner as by the ſaid act is directed.

And by virtue of the ſaid royal charter or letters patent, all ſuch fines, forfeitures, penalties and ſums of money, as may be ſet or impoſed upon any perſon or perſons in the courſe of juſtice in the ſaid ſeveral courts, are given to the ſaid United Eaſt India Company, whoſe Directors for the time being, or the major part of them, or their Preſidents and Councils, are, under certain reſtrictions, alſo authorized to make and ordain bye-laws and ordinances for the good government and regulation of the ſaid ſeveral corporations and courts, and to impoſe reaſonable pains and penalties upon all perſons offending againſt the ſame.

Beſides the above-mentioned courts, eſtabliſhed in Calcutta by the royal charter of juſtice, there are two others ſtill ſubſiſting, which were granted or connived at by the Moguls, or the Nabôbs of Bengal formerly, when the Company were totally dependent on the COUNTRY GOVERNMENT, as they call it. Theſe were courts, if they may be ſo called, that were allowed the Company for the preſervation of order and good government in Calcutta, and in the very limited diſtricts formerly belonging to it, when they had no other authority for the exerciſe of any judicial powers.

One is the COURT OF CUTCHERRY, which, on its preſent eſtabliſhment, is compoſed of the Company's ſervants under Council, any three of whom, their Preſident being one, upon days ſtated at their own option, meet for the hearing, trying and determining, in a ſummary way, all matters of *meum* and *tuum* to any amount, wherein only the native inhabitants of Calcutta are concerned. The mode of proceeding is indeed as ſummary as poſſible. The plaintiff and defendant, with their reſpective witneſſes, being ſummoned, the Court hears what they have to offer and prove, *vivâ voce*, and immediately proceed to decree in ſuch matters as do not admit of much conteſt. From the deciſions of this Court the Company have directed appeals to lie finally to the Governor and Council; which however is ſeldom done, except in matters of the greateſt conſequence, as it is in thoſe caſes the general practice of the Court, when not unduly interrupted, to have every cauſe determined by arbitrators or umpires, choſen by the parties, or with their conſent; whoſe deciſion is final, and made a decree of the Court.

The other CUTCHERRY is called the ZEMINDARY, or FOWZDARY COURT, in which, according to late practice, preſides a member of the Board of Council, or ſometimes a ſervant under Council, alone; his buſineſs

buſineſs is to enquire into complaints of a criminal nature among the black inhabitants, and in caſes where the natives do not apply to the Engliſh eſtabliſhed courts of juſtice; in which caſes the charter, as we have already ſeen, directs, that the Engliſh laws only ſhall be obſerved. He proceeds alſo in the above ſummary way to ſentence and puniſhment, by fine, impriſonment, condemnation to work in chains upon the roads for any ſpace of time, even for life; and by flagellation, in capital caſes, even to death. The ancient Moguls and Nabôbs would not permit any of the profeſſors of Iſlām to be hanged according to the Engliſh cuſtom, eſteeming that too ignominious a death for a Mahomedan to ſuffer; therefore, in ſuch caſes as were deemed capital, only the laſh was permitted to be inflicted until death on the Mogul's ſubjects, Mahomedans and Gentoos; but the officers of the Court called *Chawbuckſwārs*, or Laſhbearers, are ſometimes ſo dextrous as to be able to kill a man with two or three ſtrokes of the Indian chawbuck. In caſes which, according to the uſage of this Court or Office, are deemed to deſerve death, it has been uſual for the Zemindār firſt to obtain the approbation of the Preſident and Council, before the fatal ſtroke be given.

Beſides the above-mentioned, there is another CUTCHERRY, called THE COLLECTOR'S CUTCHERRY, which has been eſtabliſhed in Calcutta ever ſince the Company had any thing to do with the collection of ground-rents. By the treaty of June 1757, the Nabôb Jaffier Ally Khawn *granted* to the Engliſh Company, as *Zemindārs*, all the lands about Calcutta, to the extent of ſix hundred yards without the ditch called *The Marahtah Ditch**, which partly ſurrounds the town, and likewiſe the land lying ſouth of Calcutta, generally known by the name of the Twenty-four Pergúnnahs; all which is now under the juriſdiction of the Collector, who is generally a member of the Council, though ſometimes a junior ſervant. This officer has charge of the collection of the revenues of thoſe diſtricts, and ſuperintends, nay abſolutely directs all judicial matters ariſing within the juriſdiction of the ſaid Twenty-four Pergúnnahs. He is, from the nature of his office, greatly concerned alſo in the police of the town of Calcutta, iſſuing under the Company's ſeal the leaſes called *Pottahs* to the inhabitants, for the tenures of their houſes and grounds, repairing the roads and diſpoſing of the petty farms, which conſtitute a conſiderable part of the revenue of the town of Calcutta; granting licences to the natives to marry, on which the Com-

* This means a ditch ſo called, which, in the year 1742, the inhabitants of Calcutta, by permiſſion of the Governor and Council, undertook to dig at their own expence, and carry round the ſettlement, as a ſecurity againſt the incurſions of the Marahtahs.

pany alſo collect a duty (three Sicca rupees from each party) as well as on the ſales of regiſtered ſlaves and new-built ſloops. All grain brought into the Gunges or public granaries, as well as every neceſſary of life, with many other articles brought to the Bazárs or public markets in Calcutta, pay a duty upon importation, the collection of which is ſuperintended by this Collector. The privilege of exerciſing many handicraft-trades is likewiſe farmed out by the Collector to farmers, who collect from ſome a certain ſum for the licence of exerciſing their reſpective trades, and from others even a part of their daily wages. The collection of many of theſe taxes gives occaſion to great oppreſſions from the farmers, and the numberleſs harpies who are neceſſarily employed as tax-gatherers, and are in general of great prejudice to induſtry and population among the lower claſs of people, who are harraſſed on all ſides; for it is even a common thing to ſee the ſeapoys, who are ſtationed as guards at different places, take from the poor as they paſs to market ſomething out of every one's baſket. The principal or head Cutcherry of this officer is in Calcutta, where he tranſacts the buſineſs of his department, and where the farmers and tenants under his juriſdiction who are backward in their payments, as well as others for crimes and miſdemeanors, are confined, whipped, and otherwiſe puniſhed, independently of the other courts eſtabliſhed in Calcutta.

All other matters of policy, government and police, are uſually executed by the Governor and Members of the Council at Calcutta, or by a Secret or Select Committee, compoſed of part of the ſaid Council; which Committee has of late been entruſted by the Court of Directors with powers independent of and ſuperior to thoſe of the whole Council. The original intention of the appointment of a Select Committee was for conducting the Company's military and political operations with ſecrecy; but the Governors and Committees in Bengal, who have of late been entruſted with ſuch extraordinary powers, have turned them very conveniently to their emolument, and the ſerving of their own private views, having for that purpoſe extended their juriſdiction, without limits, to all affairs, commercial, civil and criminal, as well as military and political, wherein a pleaded neceſſity of ſecrecy has been made to authorize all kinds of arbitrary and unwarrantable acts.

The Governor, who is likewiſe Commander in Chief of all the Company's forces, is always Preſident of theſe Select Committees; and, by the eſtabliſhed regulation of the Company's ſervice, is the perſon to whom all correſpondence, by letter or otherwiſe, with the COUNTRY POWERS is committed, and the only perſon in the ſervice to whom ſuch correſpondence, of any ſort, is allowed: the ſubſtance of which he has entirely

tirely in his power to lay before his Committee or Council, at ſuch time, and in ſuch form as he pleaſes, without any check or control: ſo that the Company's collectors, *the pretended Nabôbs of Bengal* (whoſe total dependency and ſervitude we have fully ſet forth in our ſixth chapter) in fact know no other power than that of the Governor of Calcutta *, whoſe orders are by them implicitly executed in all thoſe diſtricts that are without the bounds of the juriſdiction of the charter, which is confined to the tract within the Marahtah Ditch, and does not even extend to the ſhore of the river which is oppoſite to the town.

The Governor has been of late alſo allowed, or has aſſumed, the privilege of granting duſtucks to ſuch perſons, not ſervants of the Company, as he thinks proper, which enable them to trade duty-free.

Beſides the abovementioned extraordinary privileges, the Governor, from the preſent and late uſage of the ſervice, poſſeſſes likewiſe a power which is of worſe conſequence to the natives in the ſettlement than any we have yet taken notice of, over whom it gives him the moſt unbounded authority, though it may be ſcarcely known to many Europeans who have reſided in Calcutta. This is the privilege of ſettling the affairs of the caſts, or tribes of the Hindoos, by which means any individuals among them may be prevented from being reſtored to their caſts, when loſt, or made outcaſts from their families and friends, by which even whole families may be branded with infamy never to be effaced; ſo that none of their connections, or others of the eſteemed tribes can on any account eat or drink in their company, without incurring themſelves the ſame infamy; nay, or even touch them, without being neceſſitated to an expiatory ablution in the Ganges. The conſequence of this privilege, which has been of late entirely left to the Governor, and by him generally delegated to *his Banyan*, can only be conceived by thoſe who are acquainted with the religious tenets and ſuperſtition of the Gentoos.

It becomes in this place neceſſary, for the information of the reader, to explain what a Banyan is, as thoſe Banyans have in fact a principal

* See part of a letter from two gentlemen of the Council in Bengal to the Court of Directors, dated Fort-William, the 14th January 1766, *Authentic Papers concerning India Affairs*, page 205, as follows:

"We muſt here take notice of a ſource of power and influence, which any Governor, in "the preſent ſtate of affairs, has over your other ſervants, that of ſtopping the trade in the "country of any who become obnoxious to him. His authority over the officers of the govern- "ment will lead them eagerly to anticipate his reſentments, and a hint to them will ſuffice. "The correſpondence with the officers being confined to the Governor, he has it in his op- "tion to give what private orders he pleaſes, and which would be certainly obeyed without his "name ever appearing. Such is his power over the inhabitants of this country; and ſuch the "nature of the people, that every one will be ready to bear teſtimony to whatever they think "will be agreeable to him. Thus he bears the moſt abſolute command over the trade and for- "tunes of your ſervants, without control; which appears to us a very dangerous ſway."

 ſhare,

ſhare, as deputies and interpreters, in every department of the government, as well as of the commercial concerns of the Engliſh Eaſt India Company in Bengal.

A Banyan is a perſon (either acting for himſelf, or as the ſubſtitute of ſome great black merchant) by whom the Engliſh gentlemen in general tranſact all their buſineſs. He is interpreter, head-book-keeper, head-ſecretary, head-broker, the ſupplier of caſh and caſh-keeper, and in general alſo ſecret-keeper. He puts in the under-clerks, the porter or door-keeper, ſtewards, bearers of the ſilver ſtaves *, running-footmen, torch and branch-light carriers, palanqueen-bearers, and all the long tribe of under-ſervants, for whoſe honeſty he is deemed anſwerable; and he conducts all the trade of his maſter, to whom, unleſs pretty well acquainted with the country languages, it is difficult for any of the natives to obtain acceſs. In ſhort, he poſſeſſes ſingly many more powers over his maſter, than can in this country be aſſumed by any young ſpendthrift's ſteward, money-lender and miſtreſs all together; and farther ſerves, very conveniently ſometimes, on a public diſcuſſion, *to father ſuch acts or proceedings as his maſter dares not avow.*

There is a powerful ſtring of connections among theſe Banyans, who ſerve all the Engliſh in the ſettlements of Bengal, as well in all public offices as in their private affairs.

Since the great influence acquired there by the Engliſh, many perſons of the beſt Gentoo families take upon them this truſt or ſervitude, and even pay a ſum of money for ſerving gentlemen in certain poſts; but principally for the influence which they acquire thereby, and the advantage of carrying on trade, which they could not otherwiſe do; and which in this ſituation they frequently do, duty-free, under cover of their maſter's duſtucks. There have been few inſtances of any European acquiring ſuch a knowledge in ſpeaking, reading and writing the Bengal language (which is abſolutely neceſſary for a real merchant) as to be able to do without ſuch a Head-banyan.

Beſides the powers already taken notice of, the Company, and under them the Governor and Council, pretend, that, by the charter, they have a right at any time, at their pleaſure, to ſeize any European ſubject in India by military force, without any form of legal proceſs, and to ſend him a priſoner to England, if he refuſes to go voluntarily, after having had what they deem a reaſonable notice given him; notwithſtanding ſuch perſon went out and eſtabliſhed himſelf in India with the licence of the Company: which pretended right, as we have ſeen in another place, the Company and their ſaid ſervants actually and frequently

* Called *Chubdárs* and *Soontaburdárs.*

do

do exerciſe ſuddenly, and without control, ſometimes even againſt the eſtabliſhed magiſtrates of the Mayor's Court.

Having thus given a brief account of all the courts eſtabliſhed and now exiſting in Calcutta, and of the powers granted to them, or aſſumed by thoſe members of the community who compoſe the principal wheels in the machine of this monſtrous government, we come of courſe to our conſiderations on the extent and conſequences of thoſe powers, and certain circumſtances attending them, which we will afterwards exemplify by real matters of fact.

By the charter of the 13th of George the Firſt, the Mayor's Court had the power of electing their own members to fill up all vacancies: and while ſuch continued to be the practice, that court was the bulwark of all ſecurity with regard to property in the ſettlement, and might be conſidered, in a great degree, as independent. Indeed it was ſo much ſo at that time, (before the Company had adopted, in ſo common and frequent a manner, the practice of ſeizing perſons and ſending them priſoners to England) that it was deemed inconvenient to the Company, who had many decrees given againſt them: and this was thought the grand defect before hinted at; againſt which, though not expreſſed, the Company petitioned the Crown, and obtained the charter of the 26th of George the Second, whereby the right of electing Aldermen was transferred from their own body to the Governor and Council, who thereby had this unconſtitutional power given them of making and unmaking the Judges.

This court is compoſed partly of Company's ſervants, and partly of free merchants; and ſuch Aldermen, not being covenanted ſervants, as are eſteemed to be complaiſant to the meaſures of GOVERNMENT, as there called, are generally indulged by the Governor with the privilege of duſtucks for carrying on their private inland trade duty-free; which, as we have before obſerved, according to the uſage of the ſervice, has been otherwiſe confined to the Company and their ſervants only: for it muſt be remarked, that the ſalary of an Alderman is only about twenty-five pounds per ann. which will ſcarcely pay one month's houſe-rent in Calcutta.

The Preſident and Council, in their capacity of a Court of Appeals, decree deciſively in all matters under four hundred pounds; conſequently in ſuits wherein the Company, or the ſaid Governor and Council are concerned, there is little chance of juſtice being had, except where the ſubject in conteſt amounts to above that ſum, and when the aggrieved party can bring his cauſe from India in an appeal to that reſpectable tribunal, the Sovereign and Council of England; for which he muſt be able to afford a very heavy expence; to ſubject himſelf

himſelf to great trouble and long delays; to incur the odium of the gentlemen in the government of Bengal, and to ſuffer the dreadful effects of their power.

The liberty of an appeal to the King in Council, allowed by charter in the caſe of an Alderman diſmiſſed from his office in the Mayor's Court, is made perfectly illuſive in the caſes of Britiſh ſubjects. Suppoſe the diſmiſſed magiſtrate comes home to proſecute his appeal, and that the ſentence of his amotion be reverſed by that tribunal, the law ſays, that no Britiſh ſubject ſhall go to India without the licence of the Company, and the charter expreſsly ſtipulates, that if any Alderman be abſent from Calcutta for the ſpace of twelve months, his place or office ſhall be void. The Company refuſing their licence for him to return, he muſt firſt go to law with that powerful body, to oblige them to grant their licence; if he ſhould obtain this, and return to India, they may again remove him for having been too long, though neceſſarily abſent; and thus they may continue referring him from England to India, and from India to England, almoſt as long as they pleaſe.

The Court of Requeſts is, in fact, the only Court in Calcutta which, from being under little or no undue influence, is of real and eſſential ſervice to the poor inhabitants; and this principally becauſe the members fill up all vacancies in the Court by ballot among themſelves, and becauſe the matters in conteſt, being confined to forty ſhillings, muſt in general be beneath the notice or interference of the Governor or Counſellors.

The ſaid Governor and Members of the Council, being the only juſtices of peace, can and do frequently refuſe to take cognizance of complaints laid before them, on oath, for redreſs in lawful caſes, when they, or the Company, are any way intereſted in them: and in the ſame caſes, when ſitting on the bench at the General Quarter Seſſion as judges, they have frequently put a ſtop to the due courſe of proceedings on the moſt * frivolous pretences, or adjourned the Court from time to time, to evade the enquiry, while the injured parties have been left without reſource.

* Such as, "that the perſons called upon by the proſecutor were ſervants of the Company, "entruſted with the knowledge of the records and proceedings of the Governor and Coun-"cil, which they were bound by oaths to keep ſecret, under penalty of forfeiting the Com-"pany's ſervice, and of other heavy puniſhments: That the proſecutor might call upon them, "as witneſſes, in order to make them diſcloſe the proceedings of the Governor and Council "of Calcutta, and therefore *they, the Court*, could not but object to ſuch witneſſes giving "evidence upon matters which might be the means of their betraying of circumſtances that "they were in duty bound not to divulge, as in ſuch caſe they muſt either perjure themſelves, "or violate their fidelity to the Company."

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As to the Cutcherries, particularly that called The Court of Zemindáry, the buſineſs there is often carried on in ſo burleſque and ludicrous a manner, and it is ſo frequently made uſe of as a conveniency for oppreſſing the inhabitants, that, conſidering the Company's preſent ſituation, the relation they bear to *the Prince whom they call Mogul and their collectors whom they call the Nabôbs of Bengal,* and conſidering the powers they poſſeſs from the charter of adminiſtring juſtice according to the Engliſh laws, it is a ſcandal to this nation that ſuch Cutcherries are now permitted to exiſt in a Britiſh ſettlement, whatever may have been the neceſſity for them when the Company were dependent on the Mogul, and before they had obtained their charter of juſtice.

It is plain, from what has been ſaid of the nature of other privileges and powers, whether rightfully poſſeſſed, or aſſumed by the Governors and Councils, that every European within the limits, and under the protection of the Company in Bengal (of whom the grand and petit juries are compoſed) is entirely dependent upon them and their Governors, or Governors and Councils, not only for all they have to expect towards making their fortunes, but for the ſecurity of their preſent poſſeſſions, as well as for their own perſonal liberty, *and even for that of their lives*; particularly, if they venture out of the very limited diſtricts of the charter, into the *Nabôb's dominions.*

It is ſcarce conceivable to what a low degree of eaſtern ſervile obedience the exerciſe of ſuch oppreſſions, and the dread of being deprived of a fortune, or the means of making one, have reduced even the boaſted free ſubjects of Great Britain in the ſettlement of Calcutta, where to appear ſenſible of the exiſtence of an oppreſſion, is a crime; to ſpeak of it, treaſon: but it is a fact, that perſons, who have been under the diſpleaſure of the Governor and Council, have received letters from their moſt *eſteemed* friends, excuſing themſelves from not coming to viſit them, for fear it ſhould be known they had been at ſuch houſes.

Upon a ſimple peruſal of the foregoing, which is a juſt account of the ſtate of Calcutta, with reſpect to the courts of law and juſtice, it muſt appear evident to every reader, that the ſtate of juſtice there is very precarious; and that, in reality, it muſt be ridiculous to expect obtaining it in that ſettlement in any caſes wherein the Governor, the members of Council or the Company are concerned; or wherein they chooſe, from what motives ſoever, to interfere; as the ſaid Governor and Council, who are the dependent delegates of the Company, are the ſupreme juſtices and judges in all criminal and civil affairs, and at the

the ſame time are the makers and unmakers of the mayor, aldermen, ſheriff, and all other officers; and farther, have not only the natives, but even the grand and petit juries at their mercy. In fine, this is ſo much the caſe, that the Mayor's, like every other Court in Calcutta (except, as before obſerved, the Court of Requeſts) is become rather a ſcourge in the hands of the Governor and Council than an inſtrument of relief to the injured: and juſtice in Bengal is made ſo much a political farce, that no one concerned in the adminiſtration of it dares ſo much as to hazard the giving of offence to any gentleman in power.

It is true, that by an act of the 27th of Geo. the IId. it is enacted, that "if any of the Company's Governors or Councils, at their reſpective principal ſettlements, or any of them, ſhall be guilty of oppreſſing any of his Majeſty's ſubjects beyond the ſeas, *within their reſpective juriſdictions* or commands, or ſhall be guilty of any crime or offence, contrary to the laws of England, ſuch oppreſſion, crimes, and offences may be enquired of, heard, and determined in his Majeſty's court of King's Bench, within that part of Great Britain called England, or before ſuch commiſſioners, and in ſuch county in England as ſhall be aſſigned by his Majeſty's commiſſion, and by good and lawful men of the ſame county; and ſuch puniſhments ſhall be inflicted on ſuch offenders as are uſually inflicted for offences of the like natures committed in England:" which was repeated in another act of the 10th of his preſent Majeſty, with this addition, "that the offences committed againſt that act may be alledged to be committed, and may be laid, enquired of, and tried in the county of Middleſex; the defendants in ſuch action or ſuit having liberty to plead the general iſſue, and give the ſpecial matter in evidence, on ſuch defendant's giving the plaintiff a note in writing of the ſubſtance of his defence ſix or eight days before the trial of ſuch action."

Here the oppreſſed have the appearance of a remedy held out to them; but, upon examination, it will be found an appearance only. The great diſtance from England, and other diſadvantages, obvious from what has been already ſaid, together with the length of time and the expence neceſſary for ſuch undertakings, would in moſt caſes amount to an impoſſibility to proſecute; and which, in fact, would be impracticable in all caſes unleſs the injured party himſelf came over to England, where he muſt then wait till his oppreſſor comes within the juriſdiction of the court; who may perhaps continue to reſide in India for many years, and after all eſtabliſh himſelf in a foreign country. If it is the injured man's good luck to be able to ſerve the offending party

party with the proceſs of the court within three or four years, he will then be put to the greateſt difficulties with reſpect to evidence, which the laws of England ſo juſtly require to be *vivâ voce*. The Gentoos, natives of the country, from the ordinary courſe of buſineſs in Calcutta, moſt probably, are the injured man's principal witneſſes: and if theſe people could even be induced to truſt themſelves on ſuch a voyage, and in climates ſo unfavourable to them, yet they would otherwiſe be effectually prevented from coming to England, as their ſo doing would be to violate religious tenets, and make them incur the infamy of expulſion from their caſts, or tribes, which is what they would rather die than ſubmit to ſuffer. This of courſe muſt oblige the party in queſt of juſtice to ſend out a commiſſion to India for the ſake of evidence, which, admitting that he could ſurmount the difficulties which muſt then beſet him, will naturally prolong his ſuit for years: or, when his commiſſion reaches Bengal, his witneſſes may be in what they call the NABÔB'S DOMINIONS; where it may be eaſy for the Governor and Council to keep them concealed, to obſtruct or evade the execution of the commiſſion, and ſo prevent his obtaining any written evidence by any means whatſoever.

The legal juriſdiction, as we have already obſerved, which the Company derive from the charter and acts of parliament, as they now ſtand, extends, or is allowed to extend, only to the town or ſettlement of Calcutta, and ſome ſubordinate factories; the limits of all which together are of very ſmall extent, and which they formerly held in ſubordination to the *Moguls*, or Nabôbs. No warrant or ſubpœna from the Mayor's court is permitted to be ſerved on perſons, even at the ſubordinate factories, except with the expreſs leave of the Governor; and in ſuch caſe this permiſſion is looked upon as a favour. But the juriſdiction now aſſumed and exerciſed by the Company and their ſubſtitutes is, in fact, entirely unlimited, and without check or control throughout all the provinces called THE NABÔB'S, of which they collect the revenues.

The mercantile buſineſs of many of his Majeſty's European ſubjects, and of ſuch of the natives as can now find ways and means to carry on any, principally lies in thoſe inland parts to which the ſaid legal juriſdiction of the charter is not allowed to extend. It has been here that have been felt in the moſt extreme degree the ruinous effects of ſuch monopolies, as, it will be ſhewn in a ſubſequent chapter, were eſtabliſhed and proſecuted under the cloke and ſanction of the aſſumed powers of *the Dewannee*. Here his Majeſty's defenceleſs ſubjects have been moſt expoſed to oppreſſion. It is here that the natives ſuffer unparalleled

paralleled cruelties from the Company, or their ſervants, either acting by themſelves, or through the Nabôbs, without even a probability of ſuch injured perſons ever obtaining juſtice, as they have no Nabôbs with a protecting power to apply to: and even the Engliſh laws, if duly enforced, leave them without remedy, becauſe the oppreſſion, in caſes of complaint, is alledged to have been committed without the limits of the Company's diſtricts, and aſcribed to our NABÔB, who is made to father it, as the act of an independent Sovereign.

Great oppreſſions can never happen but from thoſe in high power: and therefore the perſons who are made to ſuffer them in Bengal, will have to contend with the power and treaſuries of the Company both abroad and at home. Beſides, how few men who are dependent in the manner we have ſeen all muſt be who are under the power of the Company in Bengal, will dare to be inſtrumental, or aſſiſtant to the injured, in bringing to juſtice ſuch oppreſſors as are ſure of ſtrong ſupport? And how few will have the means, the application, the fortitude, or the perſeverance requiſite for the purſuit, through paths ſo very difficult and precarious, of that redreſs, which, when obtained, can hardly be hoped to prove in any degree adequate to the wrong ſuffered? From all which it muſt be evident, that the appearance of a remedy, as held out to the oppreſſed in the acts of parliament now exiſting, is but ſhadowy and deceitful, even in the caſes of European ſubjects: and if ſuch are the evils to which Engliſhmen are expoſed who go to reſide in India, it may eaſily be imagined, from what has been already ſaid, how much harder is the lot of the unhappy natives of thoſe countries. Nevertheleſs they are a mild, civilized, and polite people, and every way deſerving of the protection of the Britiſh laws; as it is upon their induſtry this nation muſt finally depend for whatever reſources ſhe may hereafter expect from thoſe dominions.

Within the Engliſh ſettlement of Calcutta, the Members of the Board of Council, from acting at one and the ſame time in ſo many different capacities, have among the natives, who are in general ignorant of the Engliſh laws, the power of aſſuming that official character which beſt ſerves their purpoſe. Thus, whenever they chooſe it, they can, and do with great convenience, transfer the native complainant from the Counſellor to the Juſtice of Peace, from the Juſtice to the Zemindár's Cutcherries, and from the Zemindár to the Secret Committee, where each Member is bound to the other, under oaths of ſecrecy, not to divulge what paſſes. If the complaint be not totally quaſhed by theſe means, and thoſe gentlemen are apprehenſive that it may be revived within the ſettlement in ſome ſhape or other, through the aſſiſtance of ſome daring perſon,

perſon, they have this laſt reſource, of transferring the complainant, under any pretence, from the Secret Committee to the Nabôb, where they can do what they pleaſe with him: and this mode of proceeding has been actually practiſed.

By ſuch means, civil juſtice is entirely eradicated; and the whole inland country, where neither the Engliſh nor the country laws or uſages have any force, is actually in a ſtate of the moſt deplorable anarchy, under the deſpotic ſway of one, or at moſt a very few Engliſh gentlemen and their Banyáns; and to ſuch a pitch of wretchedneſs and ſervitude have the natives been reduced, that their women (a point in which they are as delicate and jealous as any nation on earth) have been frequently taken from them, without their daring or being able to complain, either from the power of the violator, or from their having no perſon to complain to, from whom they can hope for redreſs.

We come now to the exemplification of what we have advanced, by real facts; in which the writer will either confine himſelf to matters of which he himſelf hath perfect knowledge, and can even produce proof, or to ſuch others as appear well vouched, by authentic documents exhibited in different parts of this work; and we will begin with the Mayor's Court.

In conſequence of a moſt extraordinary oppreſſion in the inland parts of the country, of which particular notice is taken in our 13th chapter, an Armenian merchant, named Parſeek Arratoon, on the 15th September 1767, filed a bill in the Mayor's Court againſt the gomáſtahs or agents of Governor Harry Verelſt and Francis Sykes, Eſquires, for 60,432 current *rupees*, or about 7500 pounds ſterling, principal amount of ſalt, ſaid to have been forcibly taken out of the plaintiff's warehouſes. The cauſe was brought to an iſſue; and in the month of Auguſt 1768, on a day appointed for the hearing, all the proceedings and depoſitions were read and fully conſidered; the demand of the plaintiff eſtabliſhed to all appearance, and judgment upon the point of being pronounced, when the Mayor, while ſitting in judgment, received a *private letter* * or note, ſent from the Governor, to put a ſtop to the proceedings, becauſe, as was alledged, he, the ſaid Governor, was a party concerned in the cauſe, and was in expectation of ſettling matters by a private compromiſe. To the aſtoniſhment of the plaintiff's ſolicitor, who declared he knew of no compromiſe, and had received no inſtructions from his client

* The writer of theſe ſheets being an Alderman of the Court, and having been abſent when this extraordinary tranſaction happened, as ſoon as he heard of it wrote to the Mayor upon the ſubject, deſiring to have a ſight of the letter ſent by, or by the order of the Governor, then

client upon this matter, the requeſt contained in the letter or note was complied with, and a ſtop was at once put to the proceedings; the plaintiff being left without any ſatisfaction.

After an inſtance of this ſort, it may be thought needleſs to produce others of a leſs criminal nature. But it is notorious in Calcutta, that in caſes wherein the ſaid Governor and Council, or thoſe of their connections have been any wiſe intereſted, private applications, by letter or otherwiſe, have been frequently received by the Court; who, ſetting aſide the formalities of proceſs as directed by the Charter, have actually proceeded to hear and determine upon ſuch private applications, particularly againſt the attornies or ſolicitors of the Court, who have found it a hazardous matter to undertake any ſuit in matters of arbitrary proceedings, wherein the Governor and Council have been in the leaſt degree intereſted ſeparately or collectively.

Upon the ſame principle of fear, or ſervility to the Governor and Council, the Court has frequently refuſed to grant copies of proceedings filed and entered on record in the Court, to perſons intereſted in ſuch proceedings, who required, and had a right to them; and the judges likewiſe have refuſed to accept of ſufficient and unexceptionable bail, when it has been offered by a defendant for a bailable offence.

On other occaſions, where a plaintiff, under the known diſpleaſure of the Governor and Council, has brought his bill of complaint into Court againſt perſons with whom the Governor and Council were materially intereſted in the event of the cauſe, the Court have officiouſly met, at their own mere motion, "*to conſider and determine whether ſuch bill of complaint ſhould be anſwered, pleaded to, demurred to, or diſmiſſed,*" long after ſuch bill had been regularly filed and admitted by the ſaid Court, and this merely to effect the diſmiſſion of ſuch bill, which hath afterwards followed; and the plaintiff has thereby been left remedileſs in matters of the greateſt conſequence.

then Harry Verelſt, Eſquire, in conſequence of which the proceedings had been ſtopped. After ſome days conſideration, the Mayor wrote the following excuſe, the original of which is now in the writer's poſſeſſion.

"To William Bolts, Eſquire.]

"DEAR SIR,

"I ſhould have ſent you the note, as I promiſed, if I had found it; but having not met "with it among my papers, convinces me that I muſt have deſtroyed it, with other papers "that I *deemed uſeleſs.*

"I am, SIR, your moſt obedient ſervant,

"Calcutta, the 11th Auguſt, 1768. "CORNELIUS GOODWIN."

After

After ſuch diſmiſſion, upon an application to the Court for copies, even the original bills and exhibits have been pretended to have been loſt; when, on an examination before the Court, it has appeared on oath that they were carried to the Governor by an officer of the Court. The writer has authentic proofs of ſuch proceedings in his poſſeſſion.

However, the illegal proceedings of this court are not confined to ſuch matters only as the Governor and Council appear to be directly or indirectly concerned in; they are frequently as irregular in matters wherein they themſelves are intereſted; but whatever remedies may be practicable to prevent the undue influence of the Governor and Council over this Court, there can be no effectual check to prevent this evil, as things are at preſent, but the conſciences of the reſpective magiſtrates; who nevertheleſs, when they tranſgreſs from mere ignorance, are not, from their ſituation, ſo very blameable, being perſons of mercantile profeſſions, not bred up to the law, and who by the charter are obliged under a penalty, when elected by the Governor and Council, to accept of their offices, without even a recorder, who, were he a Barriſter at law as in the corporations of England, might direct them to legal determinations in the execution of juſtice.

For facts relative to the proceedings of this Court, which are not fully exemplified in this place, not to ſwell this chapter to an enormous ſize, we beg leave to refer the reader to our Appendix, particularly to N° XXIV. page 38, the memorial of Mr. Thomas Hamilton; N° XXV. page 40, the anſwer of Cornelius Goodwin, Eſquire, then late Mayor of Calcutta (both addreſſed to the Mayor's Court); N° XXVI. page 43, the memorial of Alexander Jephſon, Eſquire, to the Court of Eaſt India Directors, with the opinions of Sir William de Grey, Sir Fletcher Norton and Charles Sayer, Eſquire, thereon; N° XXVII. page 55, the Caſe of Mr. Richard Whittall, with Mr. Dunning's opinion; and to N° XXVIII. page 73, the Memorial of Mr. Richard Whittall to the Court of Eaſt India Directors.

With reſpect to the facts relative to the proceedings of the Governor and Members of the Council in their multiform characters of Counſellors, Select Committee-men, Juſtices of Peace, Commiſſioners of Oyer and Terminer, Judges of Appeals, Makers and Unmakers of the Members of the Mayor's Court, Preſidents of the Cutcherries, Zemindárs, Collectors, Delegates and Repreſentatives of the Engliſh Eaſt India Company, the MOGUL'S DEWANS, and Makers and Unmakers of the Mogul, as well as of the Company's Rent-gatherers, now called *the Nabobs of Bengal*, Merchants, or Sovereigns; all of which different characters

characters they can and do aſſume, as occaſion requires: as it would in many caſes be difficult to trace thoſe gentlemen through their various metamorphoſes, we ſhall briefly enumerate ſome principal tranſactions as they occur to us, without making any diſtinctions; only deſiring the reader once more to obſerve, that it is not the *men*, but the *meaſures*, when they are bad, which we wiſh to expoſe, in order for procuring an effectual reformation.

A gentleman of the Council at Calcutta became indebted to one William Wilſon, a ſail-maker, for work done in the way of his profeſſion, amounting to current rupees 75--9--7; for payment of which the ſail-maker ſent in his bill, with a receipt annexed. The Counſellor, who happened at the ſame time to be Zemindár alſo, alledged the charges in the bill were exorbitant and unreaſonable, and would neither diſcharge or give up the bill; threatening the ſail-maker, that he would get him turned out of the Company's ſervice, or ſent to Bencoolen *, if he perſiſted in his demand. The ſail-maker not intimidated, filed his bill in the Mayor's Court againſt the Counſellor, who, rather than expoſe the affair to a public diſcuſſion, more prudently agreed to ſatisfy the complainant, to the amount of his bill, with the coſts of ſuit, by which it was conſequently ſwelled. The complainant's ſolicitor or attorney at law (as they are called in Bengal) ſent his Banyan, Radhoo Tagoor, a black merchant of Calcutta, to receive the amount of the bill, repeated times without ſucceſs; till at laſt the ſaid Radhoo Tagoor deſired the Counſellor's Banyan to inform his maſter, that the amount of the bill was wanted, and if it was not paid, ſome bad conſequences might enſue from the cauſe going on in the regular courſe of law, and the charges being conſequently enhanced; which being told to the Counſellor and Zemindár, he grew angry, and ordered the merchant, Radhoo Tagoor, to be immediately ſeized by his Peons, and carried to the Cutcherry; where he was, without any examination, inquiry, or form whatever, tied up, ſeverely flogged, and beat on the head with his own ſlippers †, by order of the ſaid Zemindár: who wrote a letter to the attorney at law upon the occaſion, of which the following is an exact copy.

* Bencoolen on the iſland of Sumatra, and Gombroon in Perſia, have been long looked upon as places very unhealthy and fatal to the generality of European conſtitutions; and from ſome inſtances of perſons in the Company's ſervice being formerly ſent thither from other ſettlements by Governors and Councils, as was ſuſpected, to get rid of them, the talking of ſending People to Bencoolen, or Gombroon, has in India a kind of proverbial meaning expreſſive of baniſhment.

† The being beat on the head with a ſlipper is, among the natives of India, conſidered to be a very ignominious puniſhment.

"SIR,

"SIR,

"I have ordered your demand to be complied with. It is ſo extravagant "that I intend laying it before the court. Your Banyan was ſo inſolent as to "tell me, that unleſs I diſcharged it directly you would increaſe your de- "mand, for which inſolence in him I have ſent him to the Cutcherry, where "he will meet his deſerts.

"Your moſt humble ſervant.

"Calcutta, the 22d Feb. 1765."

Upon a complaint lodged by a poor old woman againſt another in the ſame circumſtances, before the Zemindár, wherein he has been embarraſſed to decide which of the two was in the right, the writer has known the poor wretches ordered to fight, and made to decide the queſtion by the exertion of their feeble limbs in battle.

A tradeſman and inhabitant of Calcutta, named Gocul Sonar, complained of having been falſely impriſoned by one Nobekiſſen, then Banyan to the Governor of Calcutta; alledging, that during his confinement, under various falſe pretences, he and ſeveral of his family had been otherwiſe moſt grievouſly injured and oppreſſed. The tradeſman preferred his complaint at the court of general quarter ſeſſions, held at Calcutta, on the 4th March 1767, in a petition to the grand jury, but without any ſucceſs: for it was remarkable, that the Chief Juſtice, Harry Verelſt, Eſquire, then on the bench, getting the petition into his own hands from another Juſtice, to whom the foreman of the Jury had delivered it, he immediately and ſuddenly called and diſmiſſed the juries.

It was ſaid, by way of excuſe, that the complainant had not firſt regularly given in his information upon oath before a Juſtice of the Peace, and that the affair ought to be referred, for trial, to the court of the Zemindâry.

The injured man, however, choſe rather to depend upon the Engliſh laws for redreſs of his injuries; and therefore, to obviate the objection of want of formality, he afterwards formally applied to a Juſtice of Peace, who happened at that time to be the Zemindár alſo. It was with ſome difficulty, and not without great altercation, that the Juſtice conſented to receive the information of the complainant, but at length he promiſed to receive it on the following day; which was accordingly delivered in upon oath, as follows.

"The

" The Information of Gocul Sonar, Inhabitant of Calcutta,

" SHEWETH,

" That on or about the 1ſt of Phalgoon (or 10th February 1767) one " Ram Sonar and Ram Bania with a Hircârah * (or meſſenger) belonging " to Nobekiſſen Munſhy, came to the houſe of him the informant, " and did then and there, with force, unlawfully and injuriouſly enter " into his inward Zenâna (or womens) apartments, ſaying, they had " orders from Nobekiſſen Munſhy to take away the informant's ſiſter, " for his the ſaid Nobekiſſen's uſe. That on the informant's reſiſting, " and calling the *Dowbáy* †, they abuſed him and his mother in the moſt " opprobrious terms, and did otherwiſe ill-treat them: upon which, " the reſt of the informant's family being forced to fly, they unlawfully " and by force did then and there ſeize the informant's mother, and " againſt the peace of our Lord the King, did forcibly carry her away to " Nobekiſſen.

" That on the next day the ſaid Ram Sonar and Ram Bania came " with another Hircârah of Nobekiſſen's, and did forcibly ſeize and " carry away the informant and his brother, named Kiſn, into Nobe- " kiſſen's preſence, who ordered both to be confined. Upon this we " offered ſecurity, which he refuſed. We then offered that one of us " ſhould remain in priſon, and the other be at liberty: this alſo he, " Nobekiſſen, refuſed; but gave orders to his Peons, who carried us to " priſon in the Collector's Cutcherry, where we were both confined in " the place where felons and thieves are, with our feet in the ſtocks for " two days and three nights; victuals being forbid to be given to us, " and none of our people permitted to come near us. And during " our confinement, Ram Sonar, with one of Nobekiſſen's houſe, for- " cibly entered the informant's houſe, and carried away his ſiſter to " Nobekiſſen's houſe; where he, Nobekiſſen, kept her confined one " night, and violated her. Afterwards he, Nobekiſſen, ſent for us " from the Cutcherry to his houſe, and from thence ordered us to be " carried and confined where the Company's Hircârahs ſtay, oppoſite

* Hircârah means properly a ſpy. In India it is by no means an employ held in the deſpicable light in which it is thought of in Europe. All great men have a number of Hircârahs in their train; and in the courts of Hindoſtân, the Prince's Head-hircârah is a principal officer, and frequently employed upon buſineſs of the greateſt truſt, ſecrecy and honour.

† The *Dowbáy* is an exclamation uſed by the common people in Hindoſtân, upon occaſion of any ſudden act of violence, much in the ſame manner as in Spain and Portugal, they cry, *Ayúy del Rey*. Thus the poor people in Bengal, perſonifying the Company, frequently call out, *Dowbáy Company Sáheb*, where there are none found to attend to their cries.

" to

" to the Governor's houſe; where we were confined one night and one half " day, and were afterwards again carried to Nobekiſſen's, and again re- " turned to the ſame place of the Hircârahs, from whence we were at laſt " releaſed.

" That at the general quarter ſeſſions of this town of Calcutta, on the " 4th of March 1767, this informant did repreſent his grievances in a " petition to the grand jury, which he delivered to the foreman, who de- " livered it to the clerk of the peace, who delivered it to the Judges on " the bench: but that no enquiry was made into the caſe of the informant, " the grand jury being diſmiſſed immediately after the delivery of his peti- " tion.

" This informant farther ſaith, that on the 17th March, at about ten " o'clock at night, four peons, or pykes, named Sheik Jaffer, Sheik Rheyroo, " Kiſno and Ram, came to the informant's houſe with a peon, named Mow- " dy, who then and there ſeized the informant's brother, named Kiſno So- " nar, and carried him to Nobekiſſen's houſe, without any legal warrant or " authority: nor can the informant conceive any reaſon, unleſs it was to in- " timidate him from ſeeking redreſs. Thoſe of our caſt (or tribe) as cuſto- " mary, refuſe to aſſociate with us: and foraſmuch as the ſaid informant " conceives the above related proceedings are unlawful and injurious, and " are wrongs which tend to the great damage of him, the informant, and " are againſt the peace of our Lord the King, his crown and dignity; and " whereas the informant is otherwiſe remedileſs, he therefore humbly prays, " that a warrant be granted to ſeize and bind over Nobekiſſen, and every " other perſon concerned in theſe oppreſſions, to the next quarter ſeſſions."

(Signed) " GOCUL SONAR."

" Counterſigned. Sworn to before me, Charles Ffloyer, one of His " Majeſty's Juſtices of the Peace for the town of Calcutta, &c. this 20th " day of *May* 1767.

" CHARLES FFLOYER."

This information was ſupported by another depoſition of Kiſno Sonar, taken at the ſame time upon oath, and ſubſcribed to in like manner, by the beforeſaid Juſtice of Peace; whereupon the complainant was happy in the thoughts that he ſhould of courſe obtain juſtice for the injuries he complained of, according to the eſtabliſhed laws of England. But upon finding that no warrant was iſſued, or bail required from the accuſed party, nor any other ſteps taken towards having the

affair tried at the following ſeſſions, the tradeſman waited upon Mr. Ffloyer, who, to his aſtoniſhment, threatened him with the Chawbuck *, and told him he had no buſineſs with the quarter ſeſſions, but that his complaint ſhould be tried at the Zemindár's court.

Thus in order to evade a fair enquiry, to ſerve a private purpoſe hereafter to be taken notice of, was this affair transferred from Mr. Ffloyer †, Juſtice of Peace, to Mr. Ffloyer Zemindár, contrary to the expreſs directions of the charter of juſtice, and againſt the will of the complainant, who was afterwards totally precluded from juſtice, and even from the knowledge of what was done reſpecting his complaint, having never been any further called upon, and never having been able, notwithſtanding repeated applications for that purpoſe, to obtain copies of any proceedings whatever.

Another extraordinary caſe was of Ramnaut, a black merchant, houſeholder and inhabitant of Calcutta, who had formerly ſerved as Banyán to Mr. George Cray, a gentleman then of the Council at Calcutta. It has been already ſaid, that the Secret, or Select Committee of Calcutta, in conſequence of extraordinary powers from the Court of Directors, aſſumed juriſdiction to themſelves in even ſuch as they pretended were criminal matters. In conſequence of which it has been common for them, of their own mere motion, to ſeize and impriſon the pretended *Nabób*'s officers, as well as the principal merchants of the country, by military force, within the En-

* The inſtrument for flogging uſed at the Cutcherries.

† In order to ſave appearances for this extraordinary proceeding, at leaſt in the eyes of the Court of Eaſt India Directors, ſome months after the tranſaction, Mr. Ffloyer entered a minute upon the conſultations, or proceedings of the Council at Calcutta, ſo called, wherein he endeavours to account for it in the words following.

" In the month of laſt, when I was the acting Juſtice and Zemindár, the Preſident " delivered to me a complaint which had been preferred to the grand jury at the quarter ſeſſions, " by one Gocul Sonar, againſt Nobekiſſen, and deſired me to inquire into it as Zemindár. I " did ſo. But on atteſting the depoſitions which had been taken by me, *I ſigned them as Juſ-* " *tice of the Peace, inſtead of Zemindár. I was not ſenſible of the miſtake until the next morning,* " when I acquainted the Preſident with it: and as a confirmation thereof referred him to the " officers of the Cutcherry, who were the only perſons made uſe of by me, during the whole " courſe of the enquiry. My report to the Preſident, which has been laid " before this board, and the records of the Court of Zemindáry, will, I hope, ſufficiently " evince, that I acted therein, in the *judicial capacity of Zemindár only, and not as one of his* " *Majeſty's Juſtices of the Peace.*"

If any thing more be requiſite to expoſe the injuſtice of this proceeding, or the futility of the excuſe, which Mr. Ffloyer doubtleſs thought ſufficient for the Court of Directors, the reader is deſired to remark, from the complainant's depoſition, that the information of the 4th March 1767, which was the paper ſaid to be delivered to Mr. Ffloyer by Governor Verelſt, could have no connection with the information in queſtion, of the 20th May 1767: this laſt, as ſigned by Mr. Ffloyer, even referring to the former one, as having been laid aſide without cauſe, which was the reaſon of the tradeſman's laſt application perſonally to Mr. Ffloyer, as one of his Majeſty's Juſtices of the Peace, in order to have his complaint heard at the next quarter ſeſſions.

gliſh

gliſh ſettlement; alſo to withdraw the Company's protection, and to pronounce ſentence of baniſhment againſt perſons unaccuſed and unheard, in caſes wherein the King in England could not do either one or the other.

This Secret Committee or the Preſident, with the Committee's ſanction, had, among others, ſuddenly ſeized the before-mentioned Ramnaut ſome time in the month of September 1765, and cloſely confined him under a military guard for many months. The pretences then made uſe of by the Committee for this extraordinary act were, that he had been guilty of great extortions and malpractices in the Maldah country, (where Mr. Gray had reſided as Chief of the Company's factory) and it would appear the Committee officiouſly undertook the examination of theſe matters *in Calcutta*, to ſave *the Nabôb* that trouble. But the real cauſes as aſſigned by others *, with the greateſt appearance of truth, were in order to extort evidence from him againſt his ſaid maſter, with whom the Committee were then engaged in very rancorous party-diſputes. Upon what foundation he was confined, what hardſhips he and his family ſuffered, or what elſe paſſed during this his firſt confinement by the Committee, is foreign to our preſent purpoſe to relate; ſuffice it to ſay, that after the purpoſes for which he was confined had been ſerved, he obtained his releaſement, and for a long time continued in Calcutta unmoleſted, with the permiſſion of appearing in the preſence of the Governor to make his *Salaam* †, among other merchants. Thus far was neceſſary for the illuſtration of the fact before us.

This man complained, that during his ſaid confinement he had been plundered by one of his countrymen of property to a conſiderable amount, and he wanted the permiſſion of the Governor and Council to apply to the *Engliſh laws for* redreſs, not chooſing to do it, for fear of giving offence ‡, without firſt obtaining the permiſſion of the Board.

The following, being an exact copy of his addreſs to the Council, will beſt ſpeak for itſelf.

* See AUTHENTIC PAPERS *concerning India Affairs*, pages 189, 190, 193, &c.

† According to the Aſiatic ſtile, he who after any diſgrace is permitted to appear in the Huzzoor Walla, or "High Preſence," to make the obeiſance called a Salaam, is eſteemed to be forgiven, and reſtored to favour.

‡ The offending party was the Governor's Banyán, and alſo Banyán to the Secret Committee.

" To the Honourable Harry Verelſt, Eſquire, Preſident, &c. Gentlemen
" of the Council at Fort William.

" Honourable SIR and SIRS,

" I take the liberty of preſenting you with this humble addreſs for two " purpoſes, both which I hope will be eſteemed to merit the conſideration " of your Honourable Board. One is in order to put a ſtop to the cor- " rupt practices of a man who has been intruſted with the management of " tranſactions of the higheſt nature, and of the greateſt importance to the " affairs of the Honourable Company; and the other is in order to " obtain juſtice and reſtitution for the oppreſſion and damage done me in " particular.

" The grievance complained of is, my having to the amount of thirty-ſix " thouſand rupees extorſively exacted and taken from me by Nobekiſſen " Munſhy, during my late confinement, *ex colore officii*, availing himſelf of " my ignorance of the Engliſh laws and cuſtoms.

" He uſed to viſit me in my confinement, and there, by threats and under " various ſcandalous, villanous and falſe pretences, did demand and receive " from me,

" In the month of Ográhn, a ring, value - -	rupees	14,200
" Pous - - 500 gold móhŭrs		
" Chóytrŏ - 400 ditto		
" Bhádrŏ - 500 ditto		
1,400 value - - -		20,000
" With two pieces of Bootedárs, and ſundry other " things, given by his order to his people, value -		2,000
" Rupees *		36,200

" The pretences he made uſe of were, that he would preſerve me, " or get me excuſed from taking my oath upon the Ganges water be- " fore the Select Committee, that I might have the greater latitude for " what I was to declare verbally; that he would procure my releaſement; " that he would give me a † Khelaat, and ſend me away again ‡ Dewân

* About 4,500l.

† An honorary dreſs, given to perſons upon their admiſſion or entrance upon any new truſt or employment.

‡ Properly it is the officer of the Dewannee. See Chap. IV. But now every Engliſh gentleman's Head Banyán is, by *courteſy*, called his Dewân.

" to

" to Maldah; and that he would ſave my life, which I was to be de-
" prived of, when he found it neceſſary to threaten me.

" I acknowledge my ignorance of the ſalutary laws of Great Britain,
" in ſuffering myſelf to be thus impoſed upon, as well as my folly in
" having even ſuppoſed him to be of ſuch conſequence to the Honourable
" Select Committee. Yet as the well-being of the Honourable Com-
" pany's affairs in a great meaſure depends upon the impartiality and
" integrity of thoſe whoſe office does any ways concern the adminiſtration
" and execution of juſtice, or the common good of the ſubject, I humbly
" hope ſtill to obtain redreſs.

" And as I have heard much of the juſtice of the Engliſh laws, and
" am informed, that the Honourable the Court of Directors have been
" pleaſed to order, that " If a native chuſes the deciſion of his grie-
" vances by Engliſh laws, thoſe, and thoſe only muſt be purſued, and
" purſued according to the directions in the charter;" I am very deſirous
" of laying my caſe before the juries at the next ſeſſions, where only,
" I am informed, it is cognizable.

" But leſt the preferring in that manner my complaint againſt him,
" whilſt in office, ſhould be of any detriment to the affairs of the Honourable
" Company under his management, I hereby firſt humbly beg the per-
" miſſion of the Honourable Board.

" And as the grievances I complain of tend manifeſtly to the evil
" example of all others the Company's Banyáns in office, as well as to
" the great oppreſſion and detriment of the native inhabitants in general,
" I humbly hope, Honourable Sir and Sirs, that you will pleaſe to grant
" me the permiſſion required, that I may be enabled to obtain redreſs
" and the reſtitution of my property.

" I am, with the greateſt reſpect, &c. &c.

(Signed) " RAMNAUT DASS."

" Fort William, the 10th April 1767."

* This letter he ſent to the Governor, then Harry Verelſt, Eſq; who, on the 15th April, in the evening, ſummoned Ramnaut before him, and having queſtioned him in his chamber, in a particular manner, regarding the circumſtances of his letter, diſmiſſed him with aſſurances, that he ſhould have the ſtricteſt juſtice done him.

Upon Ramnaut's going out of the Governor's chamber, and coming into the hall, he was ſuddenly met by a party of ſeapoys with fixed bayonets,

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bayonets, commanded by two black officers, named Sontoſe and Dinmahomed, who in that inſtant * ſeized him; and, not permitting him to ride in his palanqueen, marched him on foot through the town, from the Governor's to his own houſe, where they kept him in ſtrict confinement, with guards upon his doors, and even in his innermoſt apartments; not permitting any perſon but his own menial ſervants to have acceſs to him.

He was, on a ſubſequent day, again marched under the ſame guard to the houſe of Governor Verelſt; who, notwithſtanding Ramnaut's letter was addreſſed to the Governor and Council, thought proper to refer it to the *Select and Secret Committee*, who had ſome private ſittings upon the affair; in order, as was uſual among them on ſuch occaſions, to record ſomething after their own way upon the face of their proceedings, which ſhould have the farcical appearance of juſtice, to amuſe the Directors. Ramnaut was, therefore, ſeveral times conducted, under his guards, before the Secret Committee, where they did what they pleaſed; and when they had done with him, ordered him back to confinement in his own houſe, where centinels were placed at every door and window. He remained in that ſituation until Sunday the 3d May 1767; on the evening of which day he ſent to inform the writer, he had juſt received private intelligence, that orders had been received from Governor Verelſt, then with THE NABÔB at Murſhedabâd, to Mr. Cartier, then at Calcutta, to deliver him, Ramnaut, up to the Nabôb for confinement; which matter, notwithſtanding other pretences, was a principal object of the Governor's viſit to the city. He farther acquainted the writer, he had intelligence, that it was intended to ſend him away that evening; and begged he would come to his houſe, to help him to ſecure his effects. Accordingly the writer went to his houſe, towards night, and ſaw him in ſtrict confinement, under charge of a party of ſoldiers, commanded by a black officer, named Rambukſh, greatly terrified, and in tears. Upon the writer's expoſtulating with him, and aſking him the reaſon of his dejection, he anſwered, that he was under ſtrong apprehenſions of being

* In a Secret Committee, held at Calcutta the 18th April 1767, at which were preſent, Harry Verelſt, Eſq; PRESIDENT, with Meſſrs. John Cartier, Claud Ruſſell and Alexander Campbell, Governor Verelſt entered a minute on thoſe Secret Proceedings; wherein he acquainted his brother Committee-men, that he had ſo ſeized and confined Ramnaut, "becauſe "he had reaſon to believe he was the inſtrument of a concealed faction againſt Nobekiſſen," (who was, as before obſerved, his Banyán, as well as Banyán to the Committee) "and "therefore he had ordered him under a guard, to prevent his being tampered with, and in"ſtructed in his evidence, until he could be examined by the Committee." In vain do Engliſhmen exclaim againſt the proceedings of a Baſtile, or an Inquiſition, while practices of this nature are ſuffered to paſs in a Britiſh Settlement unpuniſhed.

murdered,

murdered, when out of the diſtricts of Calcutta. The writer comforted him as well as he could, by aſſuring him, that no Engliſhman would be concerned in ſo horrid an act, or permit *the Nabôb, or his officers*, to perpetrate it: whereupon he exclaimed againſt the Engliſh laws, and bewailed the misfortunes which he ſaid his miſtaken notions of their juſtice had drawn upon him.

This diſcourſe was ſcarcely ended, when there came another party of armed ſoldiers, under command of another black officer, named Muraad Khawn, with three ſervants of the Governor, named Peer Mahomed, Doſt Mahomed, and Gordal Sing; ſaying, they had the Governor's orders to carry him, Ramnaut, away to THE NABÔB. This was like the arrival of a death-warrant to this diſtreſſed man. He changed colour, and trembling begged for time to arrange his affairs and ſecure his papers, which only brought upon him ſevere abuſe and ill treatment. When the writer remonſtrated with the ſeapoys thereon, telling them, he was ſure ſuch rigour was not uſed by order of the Governor, they even preſented to him the butt-ends of their muſquets: and in this ſituation they haſtily obliged Ramnaut, without any preparation for his journey, or arrangement of his affairs, to quit his houſe; pulling him into the ſtreet, where they bound his hands, and then hauled him through the town to a boat that had been prepared for carrying him away.

By letters, afterwards received from him, it appeared, that he was actually transferred to THE NABÔB at Murſhedabâd, for confinement, during which time his family, at Maldah, was put to the greateſt hardſhips and diſtreſſes: and after about ſeventeen months impriſonment, the writer received a letter from him, in the Bengal language, of which the following is a tranſlation.

" On the 28th of the month Serrabon (or 9th Auguſt) 1768, the " Nabôb Mahomed Reza Khawn delivered me over to Baboo * Ong- " nonſing, who demanded from me 60,000 rupees; viz.

" On account Mr. * Verelſt's ſalt -	48,000
" Ditto ---------- ------- boats -	7,000
" Ditto wages to the boat people -	5,000
" Current rupees -	60,000

* An officer of THE NABOB's, who ſuperintended the buſineſs of the Cutcherries.
† This was part of the private ſalt concerns, taken notice of in our XIIIth Chapter.

" I there-

" I thereupon told him, that no part of the demand was juſt, except " for the ſalt; on which account I had already paid Mr. Verelſt, by the " hands of Mr. Richard Barwell, thirty-one thouſand two hundred Sunott " rupees;—that the balance which might be due, after crediting me " for ſundry diſputed articles, as might be adjuſted, I was ready to " pay. That the amount of the boats was not due from me, for I " never received them. On hearing this, Baboo Ongnooſing became " very angry, and abuſed me very much; ſending for the * Chora and " Chorry, and ſaying, he would tie me up to the † Seepiyah, and flog " the money out of me. At laſt, he told me to ſend for the papers or " letters regarding the boats and the money paid, at the ſame time order- " ing me to pay, on account of the balance of the ſalt-money, eleven " thouſand two hundred ſicca rupees, on the ſpot. After this, he ordered " the ſeapoys to take me away, and, by the uſe of force, to ſee that the " money was paid on that day.

" I was in conſequence thereof very ill treated, and on the next morn- " ing was again ſent for; when he told me, I could only live by paying " the money. I was afterwards carried to the ‡ Khalſa Cutcherry, by " order of the Nabôb Mahomed Reza Khawn; who himſelf calling me " before him, ordered me to pay the ſaid money. I repreſented, that I " had no objection to pay the amount of the ſalt; but hoped I ſhould be " thereupon releaſed from confinement, and have a ſhort time allowed " me. Upon which the ſaid Nabôb became very angry; ſaid, he would " have the money at any rate; and immediately ſent for the Seepiyah " and Chawbuck. There was then preſent Baboo Ongnooſing and Ram- " kiſſore Sene, the Governor's Banyán's § Vakeel, with whom the " Nabôb conſulted a little, and then ordered the ſeapoys to take me back " to my priſon; telling me, if I did not pay the money within one " month, he himſelf would pay it, and hang me for it. In this affair, " whatever the Governor's Banyán writes, that is and will be the law; " and I am afraid there is a deſign upon my life. Do you, therefore, I " pray, for God's ſake, make application on my behalf; and become an- " ſwerable for the payment of the money, if I can be releaſed from my " confinement on thoſe terms. Dated the 8th of the month Bhádrŏ, or " 21 Auguſt 1768."

* Two ſpecies of whips uſed in the Cutcherries.

† An engine uſed in the Cutcherries, conſiſting of three bamboes, erected in a triangle, with a rope hanging from the centre, to tie and ſuſpend the culprit during flagellation.

‡ The Cutcherry where the Nabôb ſits in perſon, when he chooſes to tranſact buſineſs himſelf.

§ A Chargé des affaires, which every great man (ſuch as a Governor's Banyán neceſſarily is) keeps *at court*.

At

At the ſame time this miſerable victim wrote a letter to the Governor of Calcutta, of which letter, as delivered into the Council, the following, being an exact literal tranſlation, may alſo ſerve as a ſpecimen of the Bengal epiſtolary ſtyle.

" To the Great and Greateſt of Governors.

Siri, Siri, Ram * *!*

" This petition of me † your ſlave, Ramnaut Daſs, who moſt reſpect-
" fully and reverently addreſſes you, and prays for the increaſe of your
" riches and proſperity, repreſents, that I, your petitioner, only to ob-
" tain juſtice for myſelf, made application at your feet. From the ill
" fortune ſtampt on my forehead ‡, I did not obtain juſtice, but was
" impriſoned and ſent here; where I am yet confined, having been a
" priſoner, on and off, for near three years. There is nothing wanting
" to the completion of my miſery; and my family are diſtreſſed even for
" victuals. I am now extremely hard preſſed for the ſalt-money. Agree-
" ably to order I formerly paid, on account of that demand, thirty-one
" thouſand two hundred Sunott rupees to || Mr. Barwell, and the re-
" mainder, which may be juſtly due, I never objected to the payment
" of. I therefore humbly petition, that you will order the releaſement
" of your ſlave, and I will take care and pay the money. I am a forlorn
" man. I have nobody capable of affording me protection. You are
" God's deputy, and the giver of the laws. Be pleaſed to ſave the life
" of your forlorn ſlave, by ordering his releaſement. This is the requeſt
" he humbly lays at your feet. Dated the 8th of the month Bhádrŏ,
" or the 21ſt Auguſt 1768."

The pretence again made uſe of on the Records of the Secret Committee for this ſecond impriſonment of Ramnaut, and ſending him to the Nabôb, was, " That he might be delivered up to the *country govern-*
" *ment*," (which had not been done before) " to be made accountable for
" the numberleſs extortions and villanies he had been guilty of at Mal-
" dah, and other places within *the government's juriſdiction.*" Nevertheleſs, no ſuch extortions or villanies were ever legally proved againſt

* This is one of their many invocations of God, ſet at the beginning of all writings.

† In the Bengal original, the word Sáheb, Maſter or Lord, is ſubſtituted for this pronoun, as " the Lord's ſlave"—" the Lord's increaſe of riches."

‡ The Gentoos, who are great predeſtinarians, believe that every man's fortune is written on his forehead from the moment of his birth.

|| The writer was informed by Mr. Richard Barwell, that he had actually received 31200 Sunott Rupees on this account.

him;

him; nor, to the time of his writing the foregoing letters, had any perſon ever confronted him with any complaints before *the Nabôb*, nor had *the Nabôb* made any other demands on him than thoſe mentioned in his before-recited letters.

Whatever might have been the man's crimes, nothing can vindicate the mode of proceeding againſt him; nor can any ſtory, however plauſible or well contrived, convince the public, that it was juſt to deny this merchant the means of obtaining juſtice, and to tranſfer his complaints from the fair and open trial of juries, to the clandeſtine proceedings of a junto of three or four, bound to each other by oaths of ſecrecy, who at the ſame time were, in effect, his original and preſent accuſers and oppreſſors, and who could, as we may now juſtly conclude, have no other views in this clandeſtine work than to keep from the light their other dark proceedings, which they were doubtleſs apprehenſive a public trial of the complaints againſt Nobekiſſen, *the Banyán to the* SELECT *and* SECRET COMMITTEE, might ſerve effectually to diſcloſe. This alſo was the real motive that we before promiſed to enlarge upon, and which occaſioned a ſuppreſſion of the complaint of Gocul Sonar *.

One more extraordinary inſtance we will give of the convenient uſes which are made of the Nabôbs by the Governor and Council in Calcutta, under whoſe direction alone they act, whenever it is neceſſary for any private purpoſe to oppreſs individuals; and this is of certain Armenian merchants of eſtabliſhed credit and reputation, who, like many hundreds of others, had been long eſtabliſhed in India, and were at this time peaceably engaged in carrying on their own mercantile buſineſs in the dominions bordering on Bengal, which the Company had taken from, and afterwards reſtored to the Nabôb Sujah al Dowlah. The buſineſs they carried on greatly interfering with the private views of the Governor and ſome of the Council at Calcutta, and their connections, it was thought neceſſary to have them removed. Not contented with their being ſuddenly ſeized by the Company's troops and confined, without ever being accuſed, confronted, or heard upon any pretended crime or miſbehaviour whatever, in the dominions of Sujah al Dowlah, the Governor and Council had them brought down into their own provinces, where they could more conveniently manage them, and where

* The Eaſt India Directors have been long poſſeſſed of all the papers relative to the proceedings concerning Gocul and Ramnaut. If they think thoſe proceedings, diſguiſed as the writer knows them to be, will ſtand the teſt of inſpection, it is hoped they will, for the honour of their ſervants, lay them before the public; or otherwiſe, that they will do it for the honour of national juſtice, in expoſing the parties who have offended, either by unjuſtly promoting or ſuppreſſing ſuch complaints; or at leaſt for their own vindication, in publiſhing to the world the juſt reſentment they may have ſhewn againſt the principal delinquents in ſuch infamous tranſactions.

they

they were kept impriſoned for ſome months, to the utter ruin of themſelves and families. After they had been long enough impriſoned to ſerve the purpoſes intended, they were ſet at liberty, but without being acquainted with any reaſon for ſuch impriſonment: and, deſpairing of ever obtaining juſtice in Bengal, two of them came over in queſt of it to England; where, flattering themſelves that the Court of Directors would naturally diſcountenance ſuch oppreſſion, they preſented a very reſpectful petition to the Court; which, as it will give the beſt ſtate of their caſe, we will preſent the reader with a copy of, as follows.

" To the HONOURABLE the COURT of DIRECTORS, for the Affairs of
" The Honourable the UNITED COMPANY of MERCHANTS of ENG-
" LAND, trading to the EAST INDIES.

" The Petition of *Gregore Cojamaul* and *Johannes Padre Rafael*,
" Armenian Merchants, late of *Bengal*,

" HUMBLY SHEWETH,

" That your petitioners, who are natives of Iſphahan in Perſia, have " for many years reſided in India, particularly in the provinces an- " nexed to Bengal, and in the dominions of the different princes bor- " dering upon thoſe provinces, where they have carried on, for them- " ſelves and others, a very extenſive trade, always with the permiſſion " and approbation of the different princes, in whoſe dominions your " petitioners reſided; always paying the duties exacted by ſuch princes, " and always chearfully ſubmitting themſelves to the laws of ſuch coun- " tries.

" That it has ever been the cuſtom, from time immemorial, for " Greeks, Georgians, Turks, Perſians, Tartars, Caſhmeerians, Ar- " menians, and other nations, to reſort to and traffic in India, where " the country Nabôbs, ſenſible of the benefits ariſing from the reſort of " foreign merchants and the increaſe of trade, have at all times encou- " raged ſuch perſons to the utmoſt of their power.

" That beſides their own traffic, your petitioners likewiſe, for about " ſeven years laſt paſt, have been honoured with buſineſs upon com- " miſſion from ſundry Engliſh gentlemen, ſeveral of whom are now in " England.

" That your petitioners in ſuch tranſactions have ever acted to the " ſatisfaction of their conſtituents, and with credit to themſelves; hav- " ing ever ſtudiouſly avoided interfering in any other than their own " mercantile affairs; and they have ever been well-wiſhers to the Ho-

" nourable Engliſh Eaſt India Company, having never, in the moſt " diſtant manner, acted contrary to the intereſts of that Company.

" That your petitioners were lately reſident in the dominions of the " Nabôb Sujah al Dowlah, and the Rájah Bulwant Sing, who, to the " great ſurprize of your petitioners, received orders from your Preſidency " of Calcutta, or Fort William, to baniſh your petitioners out of their " countries.

" That thoſe princes communicated the orders which they had re- " ceived from your ſaid Preſidency to your petitioners, who had the " honour to be favoured with the friendſhip of the ſaid princes; who " propoſed various expedients to ſcreen your petitioners from violence, " as your petitioners can ſhew by authentic documents in their hands, " to the ſatisfaction of this Honourable Court.

" That the friendſhip of thoſe princes having induced them to evade " the immediate execution of ſuch tyrannical orders, for which they " knew no cauſe, your Preſident Mr. Verelſt wrote again in repeated " letters, and in the moſt peremptory terms, to have your petitioners " ſeized, impriſoned, and ſent down into the Company's provinces to " Patna and Murſhedabâd; and for fear of farther delays or evaſions, " orders were given to the immediate ſervants of the Engliſh Com- " pany, who were employed to ſeize and impriſon your petitioners, as " they are likewiſe ready to prove to the ſatisfaction of this Honourable " Court, by authentic documents and writings under the hands and ſeals " of the ſaid Company's ſervants.

" That accordingly your petitioners were ſeized in the moſt ſudden, " cruel and inhuman manner, and brought down to the Company's " factories at Patna and Murſhedabâd, being obliged to quit inſtantly all " they were poſſeſſed of in that country, to a very conſiderable amount, " together with their books and papers, and the effects of many other " perſons with which they were intruſted, and for which they are ac- " countable.

" That during the confinement of your petitioners, their relations " did deliver to your Preſident, Mr. Harry Verelſt, ſundry petitions, " particularly one of the 15th May 1768, and one of the 13th June " 1768, (which your petitioners imagine ſtand recorded upon your Cal- " cutta conſultations) requeſting the releaſement of your petitioners, and " offering to give any ſuch ſecurity for money, or the appearance of " your petitioners, as might appear reaſonable to your ſaid Preſident " and Council.

" That the ſaid petitions were paid no regard to, but your peti- " tioners were continued under confinement; your petitioner Gregore

" Cojamaul

" Cojamaul having been confined from the 14th March 1768 to the " 23d May 1768, being two months and nine days; and your petitioner Johannes Padre Rafael, from the 27th March 1768 to the " 28th Auguſt 1768, being five months; during which time they were " treated worſe than convicted felons; Cogee Rafael being firſt impriſoned in a horſe-ſtable, and afterwards both kept in cloſe confinement under a ſtrong guard of the Company's ſeapoys, with fixed " bayonets, who never ſuffered your petitioners to ſtir out of their " ſight.

" That being at laſt releaſed from confinement, your petitioners and " their friends waited upon your Preſident, Mr. Harry Verelſt, not " only to be acquainted what were the cauſes of his diſpleaſure, and " why they had been confined, but requeſting leave to return up the " country to ſecure their effects and outſtanding concerns, thereby to " preſerve themſelves and families from ruin; but, to the misfortune " of your petitioners, all their applications were paid no regard to, nor " could they ever obtain any ſatisfaction, or be acquainted why they " had been thus capriciouſly impriſoned for ſo long a time, and then " ſet at liberty, without being accuſed of even a fictitious miſdemeanor?

" That, to the great aſtoniſhment of your petitioners, upon their " arrival in Calcutta, they were informed, that your Governor, Mr. " Harry Verelſt, and his Council had been pleaſed to publiſh an edict, " under date of the 18th May 1768, prohibiting all Armenians, Portugueze and their deſcendants, *from reſiding or trading in any part* " OUT *of the provinces of Bengal, Bahár and Oriſſa; or attempting to* " *tranſport any merchandize beyond thoſe provinces, under penalty of the* " *utmoſt ſevere corporal puniſhment, and the confiſcation of ſuch merchan-* " *dize*; an atteſted notorial copy of which moſt extraordinary public " edict * is in the hands of your petitioners, for the inſpection of this " Honourable Court.

" That your petitioners were hereby not only deprived, among " others, of thoſe rights which were due to them, as men, by the law " of nations, but were deprived of that freedom of trade which their " nation had always enjoyed in the times of the worſt of the ancient " BLACK NABÔBS, and in particular were alſo deprived of all hopes " of ever recovering thoſe effects from which they had been thus forcibly and capriciouſly taken.

* See this Edict, in the Appendix, No XXIX. page 80.

" That

" That your petitioners, who have been therefore neceſſitated at a " great expence to come to England for juſtice, now appeal to the " equity of this Honourable Court; requeſting, that they will either " indemnify your petitioners for the great loſſes they ſuſtain, or that " they will be pleaſed to order home, to anſwer for themſelves, the " Preſident Mr. Verelſt, and ſuch of the Company's ſervants as to this " Honourable Court may appear to have been the acting perſons in the " oppreſſions complained of.

" And your petitioners, as in duty bound,
" ſhall ever pray.

" London, the 12th Sep-
" tember 1769." (Signed) " GREGORE COJAMAUL,
" JOHANNES PADRE RAFAEL."

It was natural for theſe injured Armenian merchants, who then knew but little of the ſtate of the Company and the party views of its Directors, to imagine that the Court would have ſhewn ſome readineſs, if not a ſerious diſpoſition to redreſs their wrongs. But, to their ſhame be it ſpoken! the petition is ſaid to have been thrown aſide, and to have lain by, unanſwered and diſregarded to this day; while theſe foreign gentlemen, as is ſaid, have been left to ſeek redreſs at law, exactly in the diſtreſsful ſituation already deſcribed; expoſed to the neceſſity of ſending commiſſions to India for evidence, and of waiting for the precarious arrival of their oppreſſors from India; ſome of whom may perhaps ſhameleſsly attempt to ſcreen themſelves by the practiſed and now uſual ſubterfuge, of pretending the matter complained of was tranſacted by THE NABÔB, in the extra-judicial diſtricts of the charter.

Many other inſtances might be given, to prove the badneſs of the government, police, and adminiſtration of juſtice in thoſe diſtant dominions; ſome of which, though there looked upon as trifles *, would in this country be conſidered as matters of the moſt ſerious conſequence. Indeed to enumerate all the facts of that nature which have come within the writer's knowledge, would be to fill a large folio volume. It

* Such as a maſter's ſending, upon his ſimple note (or *Chit*, as there called) a native ſervant to the Zemindár, to receive a flagellation at the Cutcherry; or the collecting by a military force, two or three dozen of Engliſhmen, inhabitants of the ſettlement, and confining them, in a dungeon in the New Fort, for a day or two. This the writer himſelf knows to have been done, on a ſimple verbal order, from a late Right Honourable Governor. The occaſion was this.—Complaints were made, that many Europeans kept public houſes, for the

It would moreover be a taſk ſhocking to humanity; and as it is preſumed ſufficient have already been produced to convince the reader of the truth of our aſſertions upon the ſubject-matter of this chapter, we ſhall haſten to a concluſion of it. Should the curious reader wiſh to be farther informed, relative to other facts than what are here proved reſpecting our aſſertions, we beg leave to refer him to our 14th chapter, on Oppreſſions and Monopolies in general, and to the Papers in our Appendix, N°s XXX, XXXI, XXXII, and XXXIII, pages 81 to 121, &c. as well as to every other part of this work, where ſomething will in all places be found to corroborate what is here advanced.

Upon the whole of what has been ſaid, it ſurely will be allowed, that in the ſituation in which matters now ſtand, juſtice can never prevail againſt the will of power in India; and can be rarely worth purſuing from thence to England, even in the very few caſes where it is practicable, at leaſt in a judicial way: ſo that, without an effectual reformation here, or till the laws are made to operate with ſufficient efficacy in thoſe regions, all people muſt live there unprotected by laws, and always liable to be deprived of their rights even as men, from the laws of nature, as well as of thoſe bleſſings that are peculiar to the laws of England; which, if duly enforced from hence by neceſſary checks and controul, and impartially executed there, by independent, capable, and diſintereſted judges, would prove a laſting ſecurity to the intereſt of the Company; and, with rendering the poſſeſſion of thoſe dominions the envy and admiration of all neighbouring ſtates, would likewiſe bid faireſt for eſtabliſhing the permanency of thoſe reſources which this nation has a right to expect from ſubjected provinces ſo extenſive and wealthy.

the retailing of a ſpirituous liquor called Pariar Arrack, to the great debauchery of the ſoldiery. They were immediately ordered to be ſought after, and carried to the New Fort; and the execution of this commiſſion was left to the black ſeapoys, who were diſpatched for that purpoſe. As it was left to the diſcretion of thoſe ignorant people, many innocent tradeſmen were involved with others who really did ſell this liquor, and all were promiſcuouſly conducted to priſon in this wanton manner: for which kinds of violences, there is no legal redreſs or ſatisfaction to be obtained, however innocent of guilt the injured parties may be proved.

CHAP. X.

Of the different COVENANTS and LICENCES under which BRITISH SUBJECTS reſort to the EAST INDIES for the Purpoſe of RESIDING THERE.

IT is well known, by the charters, and acts of parliament confirming them, which are at preſent in force, and were originally made with a view only of ſecuring to the Company the excluſive right of trade *to and from* the Eaſt Indies, that no Britiſh ſubjects can ſafely venture even to breathe the air of India, without having firſt obtained the permiſſion of the Company.

Britiſh ſubjects reſorting to the Eaſt Indies for the purpoſe of reſiding there, go out either in a military or civil capacity: the former, in different ſtations, from the common ſoldier and cadet to the general officer; and the latter, as covenanted-ſervants, free merchants, or free mariners.

In the regular courſe of the Company's buſineſs, as eſtabliſhed after the union of the two Companies, it has been uſual, except on ſome very particular occaſions, for the civil ſervants to go out as WRITERS, not under, and generally at the age of ſixteen years, upon their own petition, or requeſt; and to riſe by rotation or ſeniority in India, to the ſtations of Factors, junior and ſenior Merchants, Counſellors and Governors. On ſuch petition being conſidered and granted by the Board of Directors, they tender to the young candidate a long printed indenture to ſign, as drawn up by their own lawyers, wherein, among many other articles, the youth is made to ſign to certain agreements and conditions between the Company and himſelf, as follow.

" That upon the ſpecial requeſt and intreaty of him, A. B. the Com-
" pany have received him into their ſervice, as their writer (factor,
" or otherwiſe) to ſerve them for the ſpace of years *, to be
" employed on their buſineſs in any place within their limits, between
" the Cape of Good Hope and the Streights of Magellan, and engage
" to pay him for the ſame the wages of pounds per annum †.
" And he, A. B. engages, that until the full expiration of the ſaid
" years, he will ſerve them honeſtly and diligently; obſerve
" and fulfil all orders of the Company, or their repreſentatives in India,

* The uſual term upon the original indenture for all writers is five years.

† Uſually fifteen pounds per annum for a writer.

" reſiſting

" reſiſting all thoſe who ſhall endeavour to break ſuch orders or in-
" ſtructions; will not do, or ſuffer to be done any thing to the Com-
" pany's prejudice; give the Directors the earlieſt intelligence of all
" deceits, wrongs, abuſes and breaches of orders, and that he will
" keep and conceal the Company's ſecrets *. *And he, A. B. alſo cove-*
" *nants and agrees, that before he leaves the Company's ſettlements he will*
" *faithfully pay* † *and diſcharge all ſuch ſums as may be juſtly indebted*
" *to any of the black merchants, or natives, or to any other foreigners or*
" *merchants, not being the ſubjects of his Majeſty.* And upon condition
" of his keeping and performing his covenants, the Company agree,
" that for the ſaid term of years, he, the ſaid A. B. ſhall be
" freely permitted to trade and traffic for his own account only, from
" port to port in India, or elſewhere within the limits aforeſaid, (but
" not to or from any place without the ſame) without any interruption
" or hindrance from them the ſaid Company, or their ſucceſſors; ſo as
" the ſaid trade be ſubject to ſuch rules and limitations as the Court of
" Directors ſhall, from time to time, direct or appoint, and be not to
" the hurt of the Company, or their commerce. And farther, in caſe
" he, the ſaid A. B. ſhall waſte or make uſe of the Company's trea-
" ſure, become indebted to the Company, or in any wiſe make de-
" fault in performance of his covenants, in ſuch caſe he ſhall not be
" intitled to any of the advantages intended him, but on the contrary,
" it ſhall then be lawful for the Company, or their Governor and
" Council, to ſeize and detain the effects of him, A. B. until ſatisfac-
" tion be made. *And foraſmuch as grievous complaints, as is ſaid, have*
" *been made to the Company, that ſeveral of their Governors, Counſellors,*
" *Factors, and other Servants have committed very heinous and grievous*
" *offences in their factories, and other places within their ſaid limits of*
" *trade, by unjuſtly menacing, impriſoning, aſſaulting, abuſing, and evil*
" *treating the natives and black merchants, and by means of ſuch violences,*
" *abuſes, and injuries, have extorted and forced great ſums of money and*

* It is ſomething remarkable, that this covenanted obligation *to keep and conceal the Company's ſecrets*, is without limit, or the qualifying explanatory word *lawful*; contrary, as we apprehend, to general practice in England, where the covenanting ſervant binds himſelf only to keep his maſter's lawful ſecrets, nor can legally bind himſelf to do more. But now, with regard to Eaſt India affairs, we ſee all terms and conditions, as well as all practice, muſt be abſolute, as theſe kinds of obligations are made; and yet it is poſſible for the India Company to have ſecrets, which it would be a very great crime for any Britiſh ſubject to conceal.

† It is worthy of note, that though the Company hereby make their ſervants engage not to quit their ſettlements without firſt diſcharging all debts due from them to the natives, yet they now make no ſcruple of ſuddenly forcing perſons away to Europe, without troubling themſelves about the juſtice due to the natives; becauſe they have nothing to fear from *the preſent Nabobs*, in conſequence of any complaints which thoſe natives can make.

" *other valuable effects from ſuch injured perſons, who, by reaſon of the* " *great diſtance from this kingdom, and the wholeſome laws thereof, and* " *by the reaſon that the ſaid Company have not been enabled to obtain and* " *render ſatisfaction for ſuch injuries, have been remedileſs:* Therefore it " is alſo covenanted, between the ſaid *A. B. and the ſaid United Com-* " *pany, that in caſe the ſaid A. B. ſhall be accuſed of any ſuch violences,* " *it ſhall be lawful for ſuch injured perſons to ſend over complaints and* " *atteſtations of ſuch miſdemeanors, in writing, to the Court of Directors,* " *to whom it ſhall be lawful to enquire into the truth of ſuch complaints,* " *by all ſuch ways and means as they ſhall think juſt and equitable, and* " *to judge, determine, and award ſatisfaction and reparation for the ſame,* " *to be made to the ſaid Company for the benefit of ſuch injured perſons,* " *by the ſaid A. B. who agrees faithfully to pay the ſums ſo awarded.* " And foraſmuch as it frequently happens, as is ſaid, that the ſervants " of the Company, by a combination among themſelves, adjuſt and " paſs their own accounts with the Company, in order to preclude any " review, alteration, or conteſt of the ſame, it is, therefore, further " agreed, that all and every account of the ſaid A. B. with the ſaid " Company, ſo ſtated, adjuſted, balanced, or ſigned in the Eaſt Indies, " ſhall at all times be taken and eſteemed to be open accounts, " formed and prepared only for the inſpection, correction, or appro- " bation of the Company, and ſhall not in any article bind or conclude " them. And the ſaid A. B. covenants alſo, that he will not be con- " cerned, directly or indirectly, in any ſort of commerce from Europe " to the Eaſt Indies, or from the Eaſt Indies to Europe, on his own " account, under penalty of paying double the value of all goods ſo " traded for, of forfeiting all benefits and advantages intended him " by and from the ſaid Company, and of ceaſing to be their ſervant, " or agent. And, in order to a diſcovery of, and a ſatisfaction for ſuch " illicit trade, the ſaid A. B. conſents, that it ſhall be lawful for the " Company to file any bill or bills of diſcovery againſt him in the " Chancery or Exchequer, to which he will not demur, or plead in " bar of diſcovery, nor allege any matter whatſoever, whereby to pre- " vent or preclude the Company from the relief ſought by ſuch bill; " and in conſideration of the diſcovery, or diſcloſure ariſing from a full " and true anſwer of the ſaid A. B. the Company agree to be ſatisfied " for the damages on account of the ſaid illicit trade, upon receiving " the ſum of fifty pounds for every one hundred pounds of the goods " ſo traded for, in lieu of the beforeſaid double value of the ſame. And, " laſtly, it is provided, that if the ſaid A. B. continue longer than the " ſaid term of years in the ſervice of the Company, ſuch

" continuance

" continuance ſhall be upon the ſame terms and conditions as are ſpe-
" cified in the ſaid indenture; ſave and except, that if the ſaid A. B.
" ſhall riſe to any ſuperior ſtation, he ſhall receive ſuch wages as are
" uſually paid to officers or ſervants in the like advanced ſtations."

To one part of theſe indentures given to A. B. the Company's Secretary ſets their common ſeal; and the other part, left with the Company, is executed in form, under the hand and ſeal of the young tyro, who alſo gives ſecurity in the ſum of five hundred pounds for the performance of his part of the covenants, and truſts to the honour of the Company for the performance of theirs.

The ſame covenants have been uſually entered into by thoſe who went out in any ſuperior ſtation, varied only with regard to the period of ſervitude (if there is any difference therein) a *larger* ſalary, and giving ſecurity * for a larger ſum.

The indentures or covenants into which it has been uſual for thoſe to enter who go out under the denomination of FREE MERCHANTS, are in ſubſtance as follows.

" That A. B. having upon his own ſpecial requeſt obtained permiſ-
" ſion of the Court of Directors of the ſaid United Company, to go to
" there to dwell and inhabit, together with free liberty to
" uſe and exerciſe any trade and commerce in the way of a merchant,
" or otherwiſe, in any commodities whatſoever, to and from any ports
" and places in the ſaid Eaſt Indies, or elſewhere, within the limits of
" the Company's charter, from the Cape of Good Hope to the Streights
" of Magellan, but not to or from any place without the ſaid limits;
" it is covenanted and agreed between the ſaid A. B. and the ſaid
" Company, that he the ſaid A. B. as alſo his wife, if he ſhall have
" any, together with ſuch children and ſervants as have the liberty of
" the ſaid Company for that purpoſe, ſhall, during the time of their
" reſpective abodes in the Eaſt Indies, reſide and dwell at as
" inhabitants thereof; and *ſhall not remove to or reſide in any other*
" *place or part of the Eaſt Indies, ſave at And that he A. B.*
" *if he ſhall ſo long live, ſhall and will reſide and be at one or other of the*
" *ſaid places for the term of † years, before his return to Great Bri-*

* The writer gives ſecurity for the performance of his covenants in the ſum of L. 500
Factor 1000
Junior Merchant 2000
Senior Merchant 3000
Counſellor 4000
Governor 10000

† Generally, the time ſtipulated is five years.

" *tain,*

" *tain, unleſs he ſhall obtain liberty to return ſooner, by writing from the* " *Court of Directors*----and that he will not receive any conſignments " from Great Britain, except only for diamonds and diamond-boart, " or ſuch other commodities as ſhall be licenſed by the Company, he " A. B. paying to the Company's Governor one per cent. upon the " value of ſuch conſignments. *And alſo, that neither he A. B. nor his* " *wife, children, or ſervants, by his privity, ſhall, directly nor indirectly,* " *write, or cauſe to be written over to Europe, any thing or matter* " *relating to the Company's trade in India or Europe, except to the Court* " *of Directors*; nor be concerned in any trade or merchandize from " Europe to India, or from India to Europe, other than ſuch as be " licenſed by the ſaid Company. And alſo, that he A. B. will give a " faithful account of his trade from port to port to the Company's Go- " vernor and Council, at the place where he ſhall reſide, in order for " the ſame to be entered in a regiſtry at the factory. And that he will " pay all ſuch duties and cuſtoms as ſhall be appointed by the Com- " pany, or their repreſentatives, at the ports or places where ſuch " trade ſhall be carried on; and will be ſubject to ſuch other regula- " tions as they ſhall think reaſonable, for the better government of " their trade in, to, and from the Eaſt Indies. *And A. B. further* " *agrees, that whenever the Company, or their Court of Directors, ſhall* " *apprehend his reſidence or trade, within the limits aforeſaid, to be in-* " *convenient to them, and ſhall thereupon order him to remove to Great* " *Britain*, he the ſaid A. B. ſhall and will, within *one year* after notice, " *tranſport himſelf, family, and effects to Great Britain*, in the ſhips " employed by the ſaid Company, and no other: which effects ſhall be " returned in diamonds, or diamond-boart, or ſuch other commodities " as ſhall from time to time be licenſed; or allowed by the Company, " or elſe in bills of exchange drawn on the ſaid Court of Directors, " *and not otherwiſe. And the ſaid Company do covenant, promiſe, and* " *agree to and with the ſaid A. B. that upon his obſerving and perform-* " *ing the covenants and agreements, in the ſaid indenture expreſſed, faith-* " *fully and truly, he the ſaid A. B.* SHALL ENJOY THE COMPANY'S " PROTECTION WITHIN THE LIMITS OF THEIR CHARTER. And " the ſaid A. B. further engages, that he will not trade, correſpond, " or deal with any perſon or perſons who do or ſhall trade within thoſe " limits by or under, or by virtue of, any foreign commiſſion, licence, " or authority whatſoever; nor with any perſon or perſons with whom " he ſhall be forbid to trade; nor will be aiding, abetting, or aſſiſting " towards the carrying on of any illegal, unlicenſed, or clandeſtine " trade whatever, nor wittingly ſuffer any damage or interruption to

" be

" be done or given to the affairs or commerce of the ſaid Company;
" but will do all in his power to make diſcovery of, and to prevent,
" the ſame. And in caſe the ſaid A. B. ſhall fail in the performance
" of theſe covenants, then by the firſt opportunity offering, after orders
" received for that purpoſe, he the ſaid A. B. ſhall tranſport himſelf,
" family, and effects to Great Britain, in manner as above-mentioned.
" And in order to a diſcovery of, and ſatisfaction for, any illicit trade,
" it is agreed (in the ſame manner as in the writer's covenant before
" ſpecified) that it ſhall be lawful for the Company to file a bill in the
" court of Chancery or Exchequer, the Company agreeing, in conſe-
" quence of any diſcloſure or diſcovery ariſing from the ſaid A. B.'s
" anſwer to ſuch bill, to be ſatisfied with fifty pounds for every hun-
" dred pounds value of the goods ſo traded for, together with the pro-
" duce of ſuch illicit trade." Theſe indentures are alſo executed and interchanged in the manner and under the condition already deſcribed in the caſe of writers.

FREE MARINERS, who have been conſidered as a claſs of leſs conſequence, have uſually been permitted to go out upon only giving ſecurity not to become chargeable to the Company. As the bond uſually given is but ſhort, and will beſt explain the nature of their engagements, we here ſubjoin it at length; viz.

" KNOW ALL MEN by theſe preſents, that we A. B. C. D. and E. F.
" are jointly and ſeverally held and firmly bound unto the United Com-
" pany of Merchants of England trading to the Eaſt Indies in the ſum
" of FIVE HUNDRED POUNDS of lawful money of Great Britain, to be
" paid unto the ſaid United Company, or their certain attorney, ſuc-
" ceſſors, or aſſigns: to which payment, well and truly to be made, we
" and each of us jointly and ſeverally bind and oblige ourſelves, our
" heirs, executors, and adminiſtrators, firmly by theſe preſents. Sealed
" with our ſeals. Dated the day of in the year of the
" reign of our Sovereign Lord by the Grace of God, of Great
" Britain, France, and Ireland, King, Defender of the Faith, and ſo
" forth; and in the year of our Lord one thouſand ſeven hundred
" and

" WHEREAS the Court of Directors of the above-named United Com-
" pany of Merchants of England trading to the Eaſt Indies have, at
" the ſpecial requeſt and deſire of C. D. and E. F. granted leave to the
" ſaid A. B. to reſide in the Eaſt Indies, under the protection of the
" ſaid United Company, he the ſaid A. B. giving ſecurity to indemnify
" the ſaid United Company, and the Governors and Councils of their

" ſettlements

" ſettlements and factories in the Eaſt Indies, from and againſt all " charges and diſburſements whatſoever, which the ſaid United Com- " pany, or their ſaid Governors and Councils, ſhall or may ſuſtain, or " be put unto, for the ſupport or maintenance of the ſaid A. B.

" AND WHEREAS the above bounden C. D. and E. F. at the requeſt " of the ſaid A. B. agreed to become bound for the purpoſes aforeſaid, " in manner herein after-mentioned.

" NOW THE CONDITION of this obligation is ſuch, that if the ſaid " A. B. C. D. and E. F. or either of them, their or either of their " heirs, executors, or adminiſtrators, do and ſhall from time to time, " and at all times hereafter, well and ſufficiently defend, ſave harmleſs, " and keep indemnified, the ſaid United Company of Merchants trad- " ing to the Eaſt Indies, and their ſucceſſors, and the Governors and " Councils of their ſeveral ſettlements and factories in the Eaſt Indies, " from and againſt all charges and diſburſements whatſoever, which they " the ſaid United Company, or their ſucceſſors, or their ſaid Governors " and Councils, or any of them, ſhall or may ſuffer, ſuſtain, or be any " ways put unto, for the ſupport or maintenance of the ſaid A. B. dur- " ing his continuance in the Eaſt Indies aforeſaid, then this obligation " to be void. But when and ſo often as default ſhall be made in the " premiſes, to be and remain in full force and virtue.

" Sealed and delivered (being firſt duly ſtamped)
" in the preſence of "

Until the year 1770, ſuch have been the covenants and licences under which Britiſh ſubjects have reſorted to the Eaſt Indies, for the purpoſe of reſiding there as merchants or traders. About that time there had been many complaints brought home againſt the Company, and their ſervants, for injuries ſuſtained by perſons in India, in conſequence of the power aſſumed by them of ſeizing, impriſoning, and ſending their fellow ſubjects to England by force. To thoſe oppreſſions many of the Directors themſelves had been acceſſary, by the very injudicious orders they had from time to time ſent to their ſervants in India, and they were therefore juſtly apprehenſive that ſome evil conſeqence might accrue therefrom to themſelves. In order, therefore, in ſome meaſure to ſcreen themſelves from the odium and penalties they had reaſon to dread, it was determined to apply for the farther ſanction of the legiſlature for this unconſtitutional power; and upon a motion of the Chairman of the Board of Directors, then a Member of the Houſe, on the 26th March 1770, it was ordered in Parliament, " That leave be given to " bring

" bring in a bill," (which was at firſt ſpeciouſly) " called a bill for com-
" pelling perſons diſmiſſed the ſervice of the Eaſt India Company, to
" depart from the Eaſt Indies; and for better regulating the ſervants
" of the ſaid Company; and for other purpoſes," of which notice will more particularly be taken in our following chapter.

The Company not ſucceeding in obtaining the new powers they aimed at by the bill ſo introduced, had recourſe to the covenants now before us, which they new-modelled, adding thereto ſuch clauſes as were thought neceſſary for ſupplying the want of thoſe powers for which they had in vain applied to parliament.

Inſtead of a licence for an unlimited time upon a ſimple ſecurity-bond, not to become chargeable to the Company, the FREE MARINER's indentures were alſo drawn out in form, whereby he is now licenſed only for a limited time, which is revocable, and he and his family made liable to be ſent home by force at the pleaſure of the Company, as may be ſeen more fully in the copy of the ſaid indenture, in the *Appendix*, N° XXXIV. page 126.

In the new indentures for the CIVIL SERVANTS, all the clauſes and ſtipulations of the old ones, which were favourable to the Company, are reſerved, and the new and additional clauſes are in ſubſtance as follows.

" That in caſe the ſaid A. B. ſhall make default in any of the cove-
" nants ſpecified, or ſhall embezzle any of the Company's money or
" effects, or be guilty of any breach of truſt, or be concerned in buy-
" ing or ſelling any fire-arms or warlike-ſtores to the natives, without
" licence of the Company; or ſhall, without ſuch licence, hold corre-
" ſpondence with any Prince, Nabôb, or country power in India, or
" any of their miniſters; or ſhall ſupply, lend, or procure for the
" uſe of any foreign Company, or perſons trading under their autho-
" rity, any money at *Reſpondentia*, or any other ſecurity, loan, or
" engagement whatſoever, that then, in each and every of the ſaid
" caſes, it ſhall be lawful for the Company or their repreſentatives,
" upon conviction thereof, to ſuſpend or wholly diſmiſs the ſaid A. B.
" from the Company's ſervice, the ſaid A. B. having firſt had notice
" given him of ſuch his offence, and a reaſonable time allowed him to
" make his defence. And it is farther covenanted and agreed, that in
" caſe of ſuch diſmiſſion, or in caſe the ſaid A. B. ſhall chooſe, during
" the continuance of his indentures, to quit or reſign the Company's
" ſervice, and ſuch reſignation ſhall be accepted and agreed to by the
" Company or their repreſentatives, that, in either of the ſaid caſes of

" diſmiſſion

" diſmiſſion or reſignation, it ſhall not be lawful for the ſaid A. B. to " enter into any new commercial concerns; but nevertheleſs he, the " ſaid A. B. ſhall in either of the ſaid caſes have liberty and authority " to ſell his merchandize and effects on hand, and to collect in his out- " ſtanding debts. And the ſaid A. B. is alſo made to engage, that he " ſhall and will, within one year after ſuch diſmiſſion or reſignation, " tranſport himſelf and family to Great Britain in one of the Company's " ſhips: and in caſe the ſaid A. B. ſhall make default in this laſt-men- " tioned covenant, the ſaid A. B. doth alſo thereby conſent and agree, " that immediately after ſuch default, *it ſhall be lawful for the ſaid* " *Company, or their repreſentatives, to cauſe the ſaid A. B. to be appre-* " *hended and detained, and to put him and his family on board any of the* " *Company's ſhips, for the purpoſe of being tranſported to Great Britain.* " And further, in caſe of ſuch apprehending, putting on board and " tranſporting the ſaid A. B. and his family in manner aforeſaid, the " ſaid A. B. doth covenant, promiſe, and agree to, and with the ſaid " Company, that he, the ſaid A. B. his executors or adminiſtrators, " *ſhall not, nor will ſue or proſecute the ſaid Company or their Court of* " *Directors, or any of their Preſidents or Councils, Commanders or Officers* " *of any ſuch ſhip, or any other perſon employed in any of the matters* " *aforeſaid*, in or by any action, ſuit, or other proſecution civil or cri- " minal for the ſame; and in caſe any ſuch action, ſuit, or proſecu- " tion ſhall be commenced for any of the matters aforeſaid, the ſaid " A. B. doth covenant and agree, *that the general iſſue may be pleaded,* " *and that the preſent indenture or any other ſpecial matter may be given* " *in evidence* by any of the defendants. And it is further and laſtly " provided and agreed, that if the ſaid A. B. ſhall continue in the ſaid " Company's ſervice after the expiration of the ſaid term of " years, ſuch continuance ſhall be upon the ſame terms as are in the " ſaid indenture before made and agreed upon."

The clauſes added to the FREE MERCHANT's new indentures are the ſame as above, with reſpect to the power given the Company to ſeize and tranſport him to England, and his agreeing not to proſecute, ſave and except, that in the Free Merchant's indentures it is ſimply ſtipulated, as before, that whenever the Company or their Preſident and Council ſhall ſee cauſe for the Free Merchant to leave India, they ſhall have the ſaid power as above, of ſending him and his family to Great Britain, after giving him twelve months notice.

Excluſive of the before-mentioned indentures or covenants which the Company's civil ſervants engage in, there is another, reſtricting the re-

ceipt

ceipt of preſents in money, jewels, lands, or otherwiſe, in compliance with a reſolution of a General Court of Proprietors, for which we beg leave to refer the reader to No. XXXV. in the Appendix, page 128.

Gentlemen in the military ſervice of the Company have, till the preſent new-faſhioned indentures were ſettled, been uſed to go out without ſigning any covenants or agreements, as upon arrival in India they become liable to the law martial, agreeably to the act of the 27th of George II. and the articles of war eſtabliſhed in conſequence thereof; ſince when they alſo are obliged to enter into covenants. The poor men who go out as common ſoldiers have not yet been deemed of conſequence ſufficient to require covenants; for being generally perſons from whoſe friends the Company have little to fear, they are treated with leſs ceremony, and even in this metropolis, to the great ſhame of the nation, have been, in a moſt infamous manner *, ſometimes forced to go to India whether they would or not.

The new indentures drawn up for the MILITARY GENTLEMEN in the ſaid ſervice (as may be ſeen at large in our Appendix, No. XXXVI. page 130) reſpect chiefly the receipt of preſents, and the Company's power of ſending them home to Great Britain. In caſe any military gentleman ſhall be diſmiſſed the ſervice, by ſentence of a Court-martial or by a reſolution of the Governor and Council of the ſettlement where he ſerves, or if he ſhall otherwiſe legally quit the ſaid Company's ſervice, in any or either of the ſaid caſes, it is agreed to be lawful for the Company, upon *ten days notice, after the expiration of ſix months* from ſuch diſmiſſion or reſignation, to apprehend, detain, and by force tranſport him to Great Britain, for which it ſhall not be lawful for ſuch military gentleman or his heirs to ſue or proſecute; as is agreed in the before-mentioned caſes of the Civil Servants, Free Merchants, and Free Mariners.

It may be remarked, that in the indentures of Writers there are many obligations to which they are properly enough bound, and among others the following; "To reſiſt thoſe who do ill, to do none themſelves, "and to inform the Directors of the evil done by others." Had the laſt of theſe duties been ſeriouſly encouraged and attended to for the general advantage, by the late and preſent Directors, without ſuffering thoſe party-connections which have of late diſtracted the Company's affairs, to ſuppreſs thoſe acts of their truſt which muſt have been natu-

* This alludes to the well-known practice, which ſeems to have been imported from India, of keeping lock-up houſes for recruiting the forces of the Company; where their miſerable fellow-ſubjects were kept cloſe confined, without communication with their friends, till the Company's ſhips were ready, when they were ſecretly conveyed on board.

rally

rally dictated by reaſon and conſcience, it is probable immenſe fortunes might not have been ſo rapidly or frequently made in India; but the ſituation of the Company's affairs in Aſia would have been far more proſperous than at preſent, and neither attachments or proſecutions would probably have been directed to thoſe courſes which we have ſeen them follow.

There is likewiſe mention made, both in the old and new covenants, "That grievous complaints had been made of governors, counſellors, "and other ſervants of the Company having been guilty of evil treating "and unjuſtly impriſoning the natives and black merchants, and by "violence extorting great ſums of money from them, who, by reaſon "of their being at ſuch a diſtance from this kingdom and the wholeſome "laws thereof, have been left remedileſs, and the Company had not "been able to obtain ſatisfaction for them;" and on this account the Company covenant with their ſervants, "that it ſhall be lawful for ſuch in-"jured perſons to ſend over their complaints and atteſtations *to the Court "of Directors*, to whom *it ſhall be lawful* to enquire into the truth of "ſuch complaints, and to judge, determine and award ſatisfaction to "the injured, *by all ſuch ways and means as* THEY *ſhall* THINK *juſt and "equitable.*"

This clauſe may be ſaid to contain a directorial confeſſion, that the iniquities it mentions have been long practiſed in India. Yet, notwithſtanding ſuch precautions, the public have certainly cauſe to think, that the evils therein complained of have, of late years, gone on increaſing a thouſand-fold. The inſertion of this clauſe therefore never has been, nor probably ever will be of any avail, either for the prevention or detection of thoſe abuſes, though it may be ungenerous to ſuppoſe it was not formerly intended ſo to be; notwithſtanding we have not of late years heard of any rapacious governors or oppreſſors being ſeriouſly called to account for ſuch offences.

It muſt therefore be thought for the honour of the Court of Directors, who have for ſo long a time taken this department of juſtice into their own hands, to ſatisfy the nation what encouragements have been really given to the oppreſſed and complaining natives of Bengal; more eſpecially ſince the whole inland trade and the revenues have been taken entirely under the direction of them and their chief ſervants in thoſe dominions, which we know have been, and ſtill continue in the utmoſt diſtreſs. But ſhould ſuch information not be given, the public will have reaſon to conclude, that ſuch clauſes are as unmeaning as they are unbinding and illegal.

But

But it is a queſtion by no means improper to aſk, how it became neceſſary for the aggrieved people in India to apply to a ſelf-erected court of judges in England, for relief by deciſions which in their natures muſt be arbitrary, when there are, *or ought to be*, courts legally eſtabliſhed on the ſpot fully competent for thoſe and all other good purpoſes; to the juſtice of which the natives, if they pleaſe, are to be permitted to appeal? The Directors ſurely have the leaſt pretence of any men to object to the courts of India; which, if corrupted, it is their duty to get reformed; but which in fact cannot be corrupted, except by or with the connivance of themſelves or their immediate ſubſtitutes.

It is therefore to be feared, upon a due examination into this matter, it will be found that the aim of the Directors, by taking upon themſelves the power given by the clauſe under conſideration, could be no other than to add to that dangerous deſpotiſm in India which they have long ago aſſumed; and that, while they have at leaſt ſeemed to diſcountenance ſome enormities that have appeared notoriouſly unjuſtifiable, they have reſolutely been winking very hard at, if not ſcreening and encouraging the acts of thoſe very ſervants who have been moſt ſuſpected, nay accuſed of perſecutions, oppreſſions and groſs breaches of truſt.

The conditions impoſed on the Free Merchant, merely in conſideration of his licence, and "*the enjoyment of* THE COMPANY'S PROTECTION *within the limits of their charter*," are in many points unreaſonably ſevere; but particularly in his being made to bind himſelf to continuance for a ſpecified term of years at the place appointed for his reſidence, however unpromiſing of advantage, or even prejudicial it may prove to him. There, at all events, according to the covenants, he muſt remain his time out, unleſs he can obtain a written permiſſion for quitting it; although he is made to bind himſelf to leave India, with his family, on a year's notice being given him for ſo doing, even on no better a plea than that his abode there is INCONVENIENT to the Company. He likewiſe binds himſelf to deal with no one with whom he is forbid to trade; which is a prohibition, that if made general againſt any man in India, muſt be the moſt barbarous as well as moſt effectual of all means that could be deviſed to ruin him. And it is well known, that innocent and worthy men have been deſtined to ruin by thoſe who have governed there.

But the truth is, with regard to Free Merchants, that, from the conditions impoſed on them in England, and the great reſtraints that have been laid on their dealings in India, it is become ſuch a privilege and

 protection

protection as are worth no wiſe and good man's ſoliciting, as from the preſent unfortunate condition of moſt of thoſe now in India, and particularly in Bengal, is evident; and will become daily more apparent, till the happy eſtabliſhment of more ſalutary regulations ſhall take place, for the ſafety of thoſe poſſeſſions, and to the honour and advantage of this kingdom.

It is likewiſe to be obſerved, that when the licenſed emigrants want to remit their fortunes to England, they muſt inveſt their effects in the manner only which the covenants preſcribe, which is by remittances in diamonds or diamond-boart, or by bills of exchange upon the Company; both of which are ſometimes impoſſible, the Governor of Calcutta engroſſing the diamonds, and even the Directors ſometimes having forbid their Governors and Councils to take money into their treaſury for bills on them in Europe.

If therefore the covenants here deſcribed be legal, it is evident, that every Britiſh ſubject now emigrating to India is legally expoſed to unavoidable ruin, at the option of the Directors or their ſubſtitutes, and actually binds himſelf to what is little leſs than downright ſlavery; for, conſidering the whole tenor of theſe covenants, the candidate for Aſia does in fact agree with the Company, that whenever it is convenient to them, they ſhall have the privilege of robbing * or depriving him of his property, impriſoning him, taking him from his family, and baniſhing him from one ſide of the globe to the other; to all which he will quietly ſubmit, and neither he nor his heirs ſhall ever proſecute the Company, or their agents, for any loſs or damages conſequent of ſuch tranſactions! But however conformable this may be to the *preſent* laws of England, with reſpect to perſons of age; ſurely with regard to the Writers and Cadets, at the age of ſixteen years, it may be juſtly ſaid, that the Directors themſelves are guilty of ſeducing minors, or of impoſing upon them ſuch agreements to laws of their own making as are calculated, at a future period, to deprive thoſe young perſons of all benefit and protection from the very laws of their country. Think, Britons, who complain of the rapacities of India, what can be expected from thoſe who are trained up from youth to have no conſcience of their own! or what muſt prove the conſequences to countries that are without reſtrictive or protecting laws, and that alike without mercy or forbearance are governed and plundered!

* Whatever diſtinctions ſome men may affect to make, every honeſt man will find it difficult, as to the conſequences of the act, to diſtinguiſh between the thief who ſteals his property from him, and the ruffian who, in ſuch a ſituation, forces him from his property.

CHAP.

CHAP. XI.

On the aſſumed RIGHT of the EAST INDIA COMPANY to SEIZE their FELLOW SUBJECTS in INDIA, and ſend them by force Priſoners to ENGLAND; on their abuſes of POWER in ſo doing, and on the evil effects thereof.

THE abſolute prohibitions of Britiſh ſubjects from going to India, except with licence of the Eaſt India Company, now ſubſiſting, and even the arbitrary reſtrictions and treatment to which thoſe are ſubjected who obtain ſuch licence, are no leſs contrary to the ſpirit and nature of the Engliſh conſtitution, than they are violations of the natural and ſocial rights of mankind.

The excluſive right of trade to and from India, if legally to be given to any body of merchants, was all that could be granted with any colour of juſtice, even on the appearance of its being exerciſed to great national utility. But that a ſovereign of this kingdom can by any charter, however confirmed, transfer a power to one part of his ſubjects to impriſon, baniſh and ruin another at their pleaſure, either for convenience or from wanton malice or revenge, muſt be as repugnant to the juſtice and conſtitution as it is contrary to the intereſts of this country.

For the right information of the public on ſuch intereſting matters, we will here produce certain caſes thereon, which the Eaſt India Directors have at *different* times, for their own information, laid before learned Counſel; with the opinions that were returned them by the Honourable William Murray, now Lord Mansfield, the Honourable Charles Yorke, late Attorney General, John Browning and Charles Sayer Eſquires.

CASE *the Firſt.*

9 and 10 William, cap. 44.
5 George I. - 21.
7 ditto - - 21.
9 ditto - - 26.
3 George II. 14.

"Reference being had to the acts of parliament cited in the margin, THE EAST INDIA COMPANY deſire to be adviſed,

QUESTION. "WHETHER they have any, and what power, over the ſubjects of England in general, or over their own ſervants in particular, both or either of

of them residing in the East Indies? WHETHER the Company can order such persons to leave India and return to GREAT BRITAIN; and, in case of refusal, can the Company forcibly put such persons on board their ships, and bring them to Europe? And, WHETHER the Company can any wise, and how, prohibit any English subject residing in India from trading within the Company's limits without their licence? And in case any such persons should trade in India without such licence, have the Company any, and what remedy to prevent the same, or to punish them for so doing; and in what manner can they do so, and can they withdraw the licence of trading which they have already granted to any of their own servants or others? And in case any such persons should trade after such licence is withdrawn, are they liable to any and what penalty, or can the Company order them to Europe?"

ANSWER *by Mr. Murray.* "The Company may seize any British subjects who trade, or are found within the Company's limits in India, without authority from the Company; and bring them over to England to be prosecuted. The power the Company has over their own servants seems, to me, not so much to depend upon the acts referred to, as upon the charters and bye-laws of the Company. If the licences are granted during the pleasure of the Company, or during the person's continuance in their service, I think they may be withdrawn, and afterwards the person will be liable to all the penalties for trading without a licence, and may be seized and brought over; but if the licences are for a time certain, or indefinite, and understood to be as long as the person licensed has a mind to trade, I do not see how the Company can withdraw them.

(Signed) WILLIAM MURRAY."
31st January 1756.

CASE

CASE *the Second.*

5 Sept. 10th Wm. III. East India Company's charter granted in consequence of the act of 9 and 10 Wm. III. and 44.

"And we do by these presents, for us, our heirs "and successors, strictly charge, command, and pro- "hibit all the subjects of us, our heirs and successors, "of what degree or quality soever they be, that none "of them, directly or indirectly, visit, haunt, fre- "quent, or trade, traffic, or adventure into or from "any of the said East Indies, or other the parts afore- "said, contrary to the true meaning of the said act, "under the penalties therein contained, and upon "pain of incurring our highest displeasure, excepting "the said Company and such others as may lawfully "go and trade to the East Indies and other the parts "aforesaid by virtue of the said act, or of our royal "charter or charters pursuant thereunto, and excepting "their factors, agents, and servants respectively, who "shall be employed according to the true meaning of "the said act."

By 5 Geo. I. c. 21. sect. 1. Persons repairing to the East Indies contrary to law are punishable: and

sect. 2. The Company may arrest such persons and send them to England.

7 Geo. I. c. 21. sect. 1. If any of his Majesty's subjects shall repair to the East Indies contrary to law, the Attorney General, or Company may file informations in any of the Courts at Westminster against the offenders; and

sect. 3. Every subject who shall go to the East Indies contrary to law, shall be deemed to have traded there.

9 Geo. 1. c. 26. sect. 6. If any of his Majesty's subjects (other than such as are lawfully authorized) shall go to or be found in the East Indies, the persons so offending are declared to be guilty of a high crime and misdemeanor, and may be prosecuted in any of the Courts at Westminster; and, being convicted, shall be liable to such corporal punishment, imprisonment, or fine, as the Court shall think fit. And

sect. 7. Persons so offending may be seized and brought to England: and any Justice may commit them to the county-gaol, till security be given to appear in such Court where a prosecution shall be commenced, and not

not to depart the kingdom without leave of ſuch Court.

8th Jan. 26 Geo. II. His Majeſty, upon the ſurrender of a charter of the 13th Geo. I. granted to the Eaſt India Company certain courts of juſtice, called the MAYOR'S COURT, at their ſettlements of Fort St. George, Bombay, and Fort William at Calcutta, in Bengal, for hearing and determining all civil actions and pleas ariſing within their ſeveral juriſdictions.

It happens that ſeveral perſons, privately and without any licence from the Company, have from time to time gone from England to the Eaſt Indies, and have fixed themſelves at ſome of the Company's ſettlements, and carry on conſiderable trade in the Eaſt Indies for their own private advantage.

This the Company has connived at, and permitted ſuch perſons to remain in the Eaſt Indies, ſo long as they did not interfere with the Company's trade or affairs. But *when they have acted to the Company's prejudice, the Company have given directions to the Governors at their ſeveral ſettlements to ſend ſuch perſons to England.*

The Governors make a difficulty in executing of ſuch orders, under apprehenſions they may, at their own return to England, be liable to actions for damages at the ſuit of ſuch perſons; and that, in ſome caſes, it is not in their power to comply with the Company's orders: and they give the following inſtances; viz.

A perſon is ordered by the Company to be ſent to England. This perſon is a great trader in the Eaſt Indies; is conſiderably indebted to ſeveral perſons at the ſettlement where he happens to be reſident, and has alſo conſiderable effects in the hands of his correſpondents in different parts of India.

By ſuch perſon's being ſent to England, in conſequence of the Company's orders, his effects are embezzled, or ſold greatly under value, his creditors in India loſe their debts, and his effects in the hands of his correſpondents are in a great meaſure loſt, and the perſon himſelf ruined. And yet, if any of thoſe reaſons prevail, all the acts of parliament made to prevent ſubjects going to, or reſiding in India without the Company's licence, are rendered ineffectual.

QUESTION. WHETHER, notwithſtanding theſe objections, the Company may ſafely order perſons to be ſent to England, who have repaired to and reſided in India without their licence; and will the Company's Governors or Agents in India, by obeying ſuch orders, be liable to an action at the ſuit of the perſon ſent home, if ſuch perſon ſhould

ſhould make it appear he has thereby ſuſtained great damage in his fortune?"

ANSWER *by Mr. Yorke.* "I am of opinion, that if a perſon has reſided for a conſiderable time in the Company's ſettlements, traded openly, been converſant with their governors, officers and agents, and amenable to their courts, ſuch perſon will be conſidered as having had a licence in ſubſtance, though not in form, by reaſon of the notice which the Company muſt be preſumed to have of his reſidence, and their acquieſcing without objection. That acquieſcence would be ſufficient to excuſe him from the penalties of the acts of parliament. It ſeems ſcarce adviſeable to exerciſe the authority of ſending home perſons who have gone to India without licence, unleſs it be recently after their arrival."

ANSWER *by Mr. Browning.* "Though the Company have an undoubted right of arreſting any of his Majeſty's ſubjects who ſhall repair to India without their licence, I apprehend this power ought to be exerciſed recently upon ſuch perſon's arriving in India, or trading there; and that the Company's connivance at any ſuch perſon's reſiding in their ſettlements in India, and trading there for any conſiderable time, will be conſidered as a tacit or implied licence ſo to do; and the ſeizing of any perſon who has been thus permitted to reſide and trade in India for any conſiderable time, by which he muſt neceſſarily have contracted debts in trade, and have effects in the hands of, or demands upon other traders there, would have the appearance of great hardſhip, and, as I apprehend, would ſubject the perſon who ſhould ſeize him to actions, and raiſe no ſmall clamour againſt the Company."

CASE *the Third.*

"A perſon is ordered to be ſent to England who owes money to ſeveral perſons at the ſettlement where he is reſident, and perhaps is unwilling to return. His creditor, either of his own accord or by contrivance with ſuch perſon, enters an action in the MAYOR'S COURT for the recovery of his debt, and makes an affidavit, that ſuch perſon was going to England: upon this an arreſt-warrant iſſues from the MAYOR'S COURT, and the perſon is apprehended, and either held to bail or committed to priſon for want of bail."

QUESTION. "What power have the Company in ſuch caſe over the perſon ſo arreſted and held to bail, or committed to priſon, the Com-

pany's Governor and Council having no power or controul over the proceedings of the MAYOR's COURT, and what is to be done in ſuch caſe?

ANSWER *by Mr. Yorke.* "Till the ſuit inſtituted is at an end, I think it would not be prudent for the Company to interpoſe. If it appeared to be fictitious and colourable, contrived only on purpoſe to detain the party in India, I am of opinion, that the Company might have redreſs in *their own courts*, upon applying and making the truth appear by their proper officer."

ANSWER *by Mr. Browning.* "The taking a perſon under the circumſtances above-mentioned out of the hands of a court of juſtice would, in my opinion, be ſtill more improper and unjuſtifiable."

CASE *the Fourth.*

"All perſons in the Company's ſervice in India are ſent to, and continue and trade there by the Company's licence and permiſſion, and are under particular covenants with the Company, according to their ſeveral ſtations.

Beſides the Company's covenanted ſervants, there are ſeveral perſons, who from time to time apply to and obtain the Company's leave and permiſſion to go and reſide in the Eaſt-Indies, for the benefit of carrying on of trade in thoſe parts; and theſe perſons are not at all in the Company's ſervice, but are called Free Merchants.

Upon this occaſion, certain covenants are entered into between ſuch Free Merchant and the Company, containing the place he ſhall reſide at, and the merchandize he ſhall trade in, or rather what commodities he ſhall not trade in; beſides a variety of regulations for his conduct and behaviour. And, among other things, every ſuch Free Merchant covenants,

"That whenever the ſaid United Company, or their Court of Directors, ſhall apprehend the ſaid A. B. his reſidence or trade in the ſaid Eaſt-Indies, or elſewhere within the limits aforeſaid, inconvenient to them, and ſhall thereupon order him the ſaid A. B. to remove to GREAT BRITAIN, he the ſaid A. B. will, within one year after notice, tranſport himſelf, his family and effects to GREAT BRITAIN, in the ſhips employed by the Court of Directors aforeſaid, and no others; which effects ſhall be returned in diamonds or diamond-boart, or ſuch other commodities as ſhall from time to time be licenſed or allowed by the ſaid Court of Directors, and not otherwiſe."

It

"It is doubted whether any of the Company's covenant-ſervants and free merchants, under any of the acts of parliament before ſtated, are liable to be apprehended and ſent to England by any orders from the Court of Directors, they being all of them licenſed and permitted to go to and reſide in the Eaſt Indies."

QUESTION. "WHETHER the Company's ſervants and free merchants can be ordered to be ſent to England; and, if they ſhould refuſe to obey ſuch orders, Whether the Company can anywiſe, and how compel them to return; and will ſuch perſons incur any and what penalties for continuing in India, after notice of ſuch orders for their return to England?

ANSWER *by Mr. Yorke.* "As to the Company's ſervants and free merchants, they are clearly not within the words or intention of the act; being all properly licenſed. The only remedy againſt them, if they diſobey orders, will be for damages on breach of their covenants.

9th November, 1757. CHARLES YORKE."

ANSWER *by Mr. Browning.* "I apprehend the Company's ſervants or free merchants who go to India with licence, cannot be forcibly ſent to England; but if after they are diſmiſſed from the Company's ſervice, (if ſervants) and forbid to trade in India any longer, they ſhall continue to trade, otherwiſe than by getting in their effects, I think they will ſubject themſelves to the forfeitures inflicted on unlawful traders by the ſtatute 9th Wm. IIId.

9th November, 1757. JOHN BROWNING."

CASE *the Fifth.*

"The Governor and Council at Bengal having, in their letters to England, expreſſed their doubts with reſpect to the powers they have of ſending to England, perſons who miſbehave themſelves, eſpecially military officers, who till very lately ſigned no contract or agreement with the Company, the Court of Directors think it highly eſſential for the intereſt of the Company to have theſe matters aſcertained, and to obtain farther parliamentary powers, if neceſſary.

MR. SAYER therefore will be pleaſed to peruſe the papers and former opinions of Council herewith laid before him, and to give his opinion touching the powers which the Court of Directors, or the Company's

 preſidencies

preſidencies abroad have over the ſeveral orders of people reſiding in the Eaſt Indies, with reſpect to the ordering and ſending them home, in caſe of miſbehaviour or diſmiſſion from the Company's ſervice, or their own voluntary reſignations, viz. civil ſervants, military officers, free merchants, ſeafaring people and their families, and any other perſons reſiding in India, with or without the Company's licence. And Mr. Sayer will alſo be pleaſed to conſider the powers of the Company here, or their preſidencies abroad, with reſpect to their taxing, or aſſeſſing the inhabitants for the neceſſary ſupport and charges of government; and upon the whole,

QUESTION. The COURT of DIRECTORS deſire MR. SAYER's opinion as to what meaſures it will be proper for them to take, and what orders to give, in the ſeveral matters abovementioned, to their ſeveral preſidencies?

ANSWER. "I don't find in the agreements entered into between the Company and their civil ſervants, military officers, and ſeafaring perſons any covenants on the part of ſuch perſons, which oblige them to leave India and return home, though ordered by the Company ſo to do (be their continuance ever ſo dangerous to the Company's affairs) excepting their agreements with the free merchant, who covenants, that upon being ordered by the Company to leave India, he will, within a year after ſuch notice, tranſport himſelf, family and effects to Great Britain. Had ſuch a covenant been entered into by the civil, military, or ſeafaring perſons, and they had refuſed to return to England after proper notice had been given them ſo to do, I ſhould have had but little ſcruple in adviſing the Company to bring them home forcibly, though they are not ſtrictly within the deſcription of thoſe offenders who may lawfully be brought from India by force. But it is ſo fully within the intention of the many acts of parliament for ſecuring an excluſive trade to the Company, that no Britiſh ſubject ſhall be in India, without the Company's conſent, that I think, a perſon brought from thence by force, who had covenanted to leave India upon notice and refuſed ſo to do, would, upon an action brought for ſuch force, recover damages *too trivial for the Company to regard.*

As the Company's ſtipulations with their civil and military ſervants are ſo very defective, application ſhould be made to parliament for a clauſe to be inſerted in an act, that all their civil ſervants, or military officers, who have been diſmiſſed from, or left the Company's ſervice, and all thoſe whoſe agreements with the Company for reſidence in

India are expired and at an end, and ſhall refuſe to leave India, in order to return to Great Britain, after three months notice given to ſuch who are military officers and ſea-faring perſons, and twelve month's notice to ſuch who are civil ſervants, and free merchants, ſhall be ſubject and liable to all the penalties and forfeitures contained in the ſeveral acts of parliament for ſecuring the excluſive trade to the Company, againſt Britiſh ſubjects, who trade, or are found within the Company's limits in India, without their licence or authority; ſuch a clauſe, in my opinion, *may be eaſily obtained from parliament*, almoſt without debate, as the penalties have already been approved of by parliament, and the perſons wanted to be included therein being fully within the deſcription of trading, or being found in India without the Company's licence.

12th Oct. 1767. CHARLES SAYER."

Such were the opinions of the great lawyers to whom the Eaſt India Company applied, upon the right in queſtion: and the learned gentleman whoſe opinion is laſt, not only ſeems to encourage his clients to the practice of impriſoning and tranſporting, becauſe the damages that would in certain caſes be recovered by the injured, would be too trivial to be minded, but alſo ſeems to have thought, that the Company would readily obtain any powers for practiſing this ſpecies of tyranny, by only aſking them of parliament. Encouraged therefore by this opinion, and alſo inſtigated by the private motives mentioned in our laſt chapter, the Court of Directors, by their Chairman, then a member of the houſe, in March 1770, attempted in parliament to obtain the paſſing of the bill already mentioned, which under the ſpecious title of a "Bill for compelling perſons diſmiſſed the ſervice of the Eaſt India Com-"pany, to depart from the Eaſt Indies, and for better regulating the "ſervants of the ſaid Company," was artfully contrived to extend the powers of the Company by the formal ſanction of the preſent parliament: for this bill, in its original form, did not alone reſpect perſons diſmiſſed the ſervice, as would appear from the title, but extended indiſcriminately to all Britiſh ſubjects, who were thereby to have been made liable to be ſent from India to England by force, at the option of the Company, or their Governors and Councils; if ſeafaring or military officers, upon only ſix, and if Company's ſervants, or free merchants, upon twelve months notice.

A public ſpirited gentleman * who, having for many years reſided in Bengal, as a free merchant and in the Company's military ſervice, was well acquainted with the evils conſequent of the too great powers already exerciſed by the Company, and who might himſelf alſo be materially affected by the intended bill, preſented a petition to the Honourable Houſe of Commons, repreſenting that ſuch part of the bill in queſtion as reſpected the authorizing of the Company to ſend to England any of his Majeſty's ſubjects from the Britiſh ſettlements in the Eaſt Indies without their own conſent, or otherwiſe than by due courſe of law, was, as he humbly conceived, contrary to juſtice and the fundamental principles of the conſtitution: and praying to be heard at the bar of the houſe, by himſelf or his counſel, againſt ſuch part of the ſaid bill.

Counſel was accordingly retained, and prepared to be heard before the houſe, and the following reaſons againſt the exceptionable parts of the bill were printed off, and diſtributed among the members of parliament, viz.

1ſt. "Becauſe by this bill the Company will be impowered to inflict, upon Britiſh ſubjects, the moſt ſevere of all puniſhments, except death, viz. impriſonment, baniſhment, and total deprivation of property, not only without any legal proceſs, but even without accuſation of any crime; a power which is conceived to be inequitable and oppreſſive in the higheſt degree, and ſuch as is ſeldom exerciſed even under the moſt abſolute and arbitrary governments in the world.

2dly. Becauſe, under colour of this power, the Governor and Council of any ſettlement in India, upon the moſt capricious and cauſeleſs diſlike taken againſt any Britiſh ſubject there, or on a rivalſhip in trade with any of the members of the Council, may ſuddenly, and irretrievably effect his total ruin, though ſuch perſon ſhould never have been concerned in any trade, or other matters, that interfered with the real intereſts of the Company, in any manner whatever.

3dly. Becauſe there is not any juſt pretence for granting any ſuch injurious or unconſtitutional power to the Company; they having, by laws and inſtitutions already eſtabliſhed and now in force, a ſufficient remedy againſt any encroachments upon the privileges of their charter to the injury of their intereſts.

4thly. Becauſe if it is even pretended, that there are any miſdemeanours which the Company is not empowered to puniſh, by any ſtatute

* The gentleman to whom the public are indebted for this commendable conduct was *Archibald Keir*, Eſquire.

now

now exiſting, which may render the reſidence of any Britiſh ſubject in India dangerous, or prejudicial to their intereſt, they may eaſily be prevented by the covenants entered into with the Company, or ſpecified by the Directors, and provided againſt by the wiſdom of parliament, in a regular, legal and conſtitutional manner, by ſome judicial trial on the ſpot, in order to intitle the Company to the exerciſe of ſuch powers.

5thly. Becauſe Britiſh ſubjects, going out and ſettling in the Eaſt Indies with the licence of the Company, carrying with them the rights and privileges not only of men, but of the Britiſh conſtitution, which, it is apprehended, cannot be ſurrendered to any company of merchants, ſo as to render their freedom and property dependent—not upon general principles of juſtice and equity——not upon the known laws of their country—but upon the arbitrary and capricious will of ſuch merchants or their ſervants.

6thly. Becauſe the granting ſuch powers to the Company would be contrary not only to the general laws and conſtitution of Great Britain, but repugnant to thoſe particular ſtatutes, or acts of parliament now in force with regard to the Company; which ſeveral acts, reſpecting the power of ſending perſons to England, relate only to perſons going out to India without the licence of the Company; and the preambles of the ſaid acts plainly ſhewing it was the view of the legiſlature to give encouragement for perſons to go out, and reſide and ſettle at the Company's ſeveral ſettlements.

7thly. Becauſe the Mayor and Aldermen, or Judges of the King's Court of Record, in which all matters of property are determined, called the Mayor's Court, as well as the juries on all criminal matters at the quarterly courts of ſeſſion of Oyer and Terminer, conſiſt of free merchants, free mariners, and Company's ſervants; and if this bill ſhould paſs into a law, all the members of the ſaid courts and juries would be reduced to ſo abſolute and ſervile a dependance upon the Company, that the will of their Governors and Councils alone would influence or direct their deciſion, to the total ſubverſion of all equity and juſtice; which, it is preſumed, cannot be intended by the legiſlature.

8thly. Becauſe this bill, if paſſed into a law, would operate as an act *ex poſt facto*, reſpecting thoſe who have already gone to India under the former powers which the Company poſſeſſed; and alſo as to thoſe who have become ſettled inhabitants of the different preſidencies in India, and who may have launched largely into trade, and other branches of lawful and uſeful occupations, under the aſſurance that the general protection of Great Britain was ſecured to them by the King's courts, without their being liable to be ſent out of the country upon twelve months or ſix months

months notice; notwithſtanding they may have numerous ſuits, claims, or demands, for themſelves or others, againſt the Eaſt India Company, or againſt the very men who are left to be the ſole judges when thoſe arbitrary orders are to be put in execution; which muſt ruin credit by deſtroying all ſecurity.

9thly. Becauſe this part of the bill is calculated merely to favour the oppreſſive and ſelfiſh monopolies in the trade of the country, which have prevailed there of late years, to the great detriment of the true intereſt of the Eaſt India Company as well as of the nation in general; for the promoters of this bill are defied to ſhew any one inſtance, where the reſidence of a free merchant, free mariner, or Company's ſervant, in the Eaſt India Company's ſettlements, can be of the leaſt detriment to the ſaid Company; on the contrary, the principles upon which the different charters have been granted, and the acts of parliament confirming them, invite European inhabitants from all parts of the globe; and this bill would leave foreigners under more favourable circumſtances than his Majeſty's ſubjects, ſince it is admitted, by act 5 Geo. I. cap. 21. that ſuch perſons, not ſubjects of his Majeſty, cannot be removed from the ſettlements, while they demean themſelves agreeably to the laws of the community, which is all that his Majeſty's ſubjects are now contending for.

10thly. Becauſe the motives upon which the act of the 5th Geo. I. cap. 21. was paſſed, and alſo the motives upon which the act of the 7th of Geo. I. cap. 21. was paſſed, and upon which motives the preſent bill ought to be regulated, are artfully ſuppreſſed, and the reader is made to believe that theſe laws are actually enacted with a view to enable the Company to ſend Britiſh ſubjects out of India who were only carrying on the trade from port to port, or place to place, IN that country; whereas the legiſlature never had any ſuch intention, which (as has been ſaid before) would have been contrary to the firſt principles of the eſtabliſhments. But the whole view of the legiſlature was to prevent Britiſh ſubjects from trading TO AND FROM the Eaſt Indies, or acting under foreign commiſſions, as a recital of part of the ſaid act will ſufficiently ſhew *, and a view of the whole act will demonſtrate.

11thly. Becauſe the great numbers of his Majeſty's ſubjects in the Eaſt Indies rather merit the attention of the legiſlature, to reſtrain the tyranny

* "And it is alſo provided by the ſame act, and by ſubſequent laws, that all the goods, wares, merchandizes, and commodities, to be laden upon any ſhip or ſhips bound from the Eaſt Indies, or parts within the limits aforeſaid, ſhould be brought, without breaking bulk, to ſome port of Great Britain, and there be unladen, and put on land: notwithſtanding which juſt and reaſonable proviſions and reſtrictions, ſeveral of his Majeſty's ſubjects, not entitled under the ſaid act of parliament, have preſumed

tyranny and oppreſſions which have been exerciſed of late by the ſuperior ſervants of the Eaſt India Company, in order to create monopolies, than to allow thoſe ſervants any new extenſion of powers repugnant to the conſtitution, with a view to promote thoſe deſtructive meaſures, whereby many thouſands of Britiſh ſubjects muſt be expoſed to ruin, and rendered ſervilely dependent upon the Governor and Council.

12thly. Becauſe, by the Charter of Juſtice of the 26 Geo. II. it is there recited, that the conduct heretofore purſued had very much *encouraged not only our own ſubjects*, but likewiſe the ſubjects of other Princes, and the natives of the adjacent countries, to reſort to *and ſettle in* the ſeveral towns of Madraſs, Calcutta, and Bombay, and other forts and factories, for the better and more convenient *carrying on of trade*, by

preſumed to trade into, and viſit the ſaid Eaſt Indies, and other the places aforeſaid, in foreign and other ſhips, intending there to load goods, and bring them into Europe, and land them in foreign parts out of his Majeſty's dominions, to the great prejudice of the trade of this kingdom, and the diminution of his Majeſty's cuſtoms, and other duties. All which practices being conſidered, his Royal Highneſs George Prince of Wales, then guardian of the realm of Great Britain, and his Majeſty's Lieutenant within the ſame, was pleaſed, on the eighteenth day of October, which was in the year of our Lord one thouſand ſeven hundred and ſixteen, to iſſue forth a proclamation (amongſt other things) ſtrictly charging and commanding all his Majeſty's ſubjects not to ſerve on board any foreign, or other ſhips, with foreign commiſſions and colours, bound to or from the Eaſt Indies, or any of the parts aforeſaid; or directly or indirectly to viſit, haunt, frequent, trade, traffic, or adventure into or from the ſaid Eaſt Indies, or other the parts before-mentioned, contrary to law. But notwithſtanding the prohibitions contained in the ſaid acts of parliament and proclamation, and in defiance of the ſame, ſeveral evil diſpoſed perſons have gone on to procure and obtain ſeveral foreign commiſſions and paſſes, and under colour thereof, or otherwiſe, have fitted out and manned ſeveral Engliſh, and other ſhips or veſſels, and have ſailed with, or ſent out the ſame, to trade and traffic in the Eaſt Indies, or other the parts aforeſaid. Now, to the intent that ſuch colluſive, fraudulent, and illegal trade and practices may be prevented, and that ſo conſiderable and beneficial a branch of trade may be ſecured to this kingdom, be it enacted and declared, by the King's moſt Excellent Majeſty, by and with the advice and conſent of the Lords Spiritual and Temporal and Commons in parliament aſſembled, and by the authority of the ſame, that if any of his Majeſty's ſubjects ſhall, from and after the twentieth day of February, in the year of our Lord one thouſand ſeven hundred and eighteen, ſail, go, or repair to, or be in the Eaſt Indies, or parts afore-mentioned, or any of them, contrary to the laws now in being, or contrary to the tenor of this act, every ſuch perſon or perſons ſo offending ſhall be liable to ſuch puniſhment as by any law or laws now in being may be inflicted for ſuch offence.

And to the intent that ſuch offender and offenders may be brought to juſtice, it is hereby enacted, that it ſhall and may be lawful, to and for the United Company of Merchants of England trading to the Eaſt Indies, and their ſucceſſors, to take, arreſt, and ſeize, or cauſe to be taken, arreſted, or ſeized, ſuch perſon or perſons, being a ſubject or ſubjects of his Majeſty, his heirs or ſucceſſors, at any place or places, or where he or they ſhall be found within the limits or places aforeſaid, and the perſon or perſon ſo taken, arreſted, and ſeized, to ſend and remit to England, there to anſwer for the offence aforeſaid according to due courſe of law.

And it is hereby further enacted, by the authority aforeſaid, that all and every perſon or perſons, who from and after the fifth day of February, one thouſand ſeven hundred and eighteen, ſhall procure, ſolicit for, obtain, or act under any commiſſion, authority, or paſs from any foreign prince, ſtate, or potentate whatſoever, to ſail, or go, or trade in or to the Eaſt Indies, or any the parts aforeſaid, every ſuch perſon or perſons ſo offending herein ſhall incur and forfeit for every ſuch offence the ſum of five hundred pounds."

 which

which means ſeveral of the ſaid towns, factories, and places were become very populous, &c. &c. Which ſufficiently ſhews, that the acquiring of inhabitants, and carrying on the trade of the country, were principal motives for the different eſtabliſhments. And whereas by the ſaid charter, "the Aldermen, or Judges of the Mayor's Court, are to "continue in their reſpective offices of Aldermen for and during the "term of their natural lives, unleſs their ſaid places ſhall be voided, "or themſelves removed, in ſuch manner as is therein after men-"tioned." Therefore, if this bill ſhould paſs into a law, all thoſe wiſe and judicious inſtitutions of our anceſtors, to collect inhabitants, and to maintain the purity of the courts of juſtice, would be defeated; and thoſe courts of juſtice, when deprived of their independence, could only remain the engines of oppreſſion."

Every thing was thus prepared to bring this important matter to a full diſcuſſion before the Houſe of Commons; in the courſe of which many of the enormities committed in India, in conſequence of the Company's abuſe of this unconſtitutional power, of ſuddenly ſeizing, impriſoning and tranſporting their fellow-ſubjects, would naturally have become the object of conſideration to the Houſe; but the promoters of the bill, conſcious of the badneſs of their cauſe, and dreading the conſequences of ſuch a diſcuſſion, took the more prudent part of agreeing to withdraw all the exceptionable clauſes and amend their bill, which, after being purged by the committee to whom it was referred, at laſt produced the act of the 10th of his preſent Majeſty, intituled, "An act "for better regulating perſons employed in the ſervice of the Eaſt India "Company, and for other purpoſes therein mentioned," in its preſent form, wherein there is not one word mentioned about the ſeizing perſons in India, and forcibly ſending them to England. However by the expunging of thoſe parts of the bill which were excepted to, reſpecting the extenſion required of thoſe pernicious powers, a diſcuſſion was evaded which might have led to the relieving of Britiſh ſubjects from the difficulties under which they now labour from illegal impriſonments in India; left as they are to ſhift for themſelves in combating laws of ambiguous and contradictory natures againſt a powerful and opulent Company, under this farther diſadvantage, that damages, when obtained, will be "*too trivial for the Company to mind*," and of courſe too trivial to prevent any wanton breach of the laws, or to prove an adequate ſatisfaction for injuries ſo ſuffered.

Various have been the abuſes practiſed by the Eaſt India Company and their ſubſtitutes in Bengal, in conſequence of this pretended right of ſeizing and forcibly ſending ſubjects out of India, by ſuch acts of

violence

violence and outrage committed in the Britiſh ſettlements, within the diſtricts of the charter, as ought to kindle indignation in the hearts of every well-wiſher to this country and the human race, and draw on thoſe who have been guilty of them the utmoſt vengeance of the laws. As no general deſcription can convey an idea of the cruelty of ſuch acts of oppreſſion and inhumanity equal to that which muſt be conceived from the ſimple recital of facts, we beg leave to refer the reader to the following caſes in the Appendix, viz. N° XXX. the Caſes of Benjamin Wilding and John Petrie, Eſquires. page 81; N° XXXI. the Caſes of Mr. Vernon Duffield and Mr. Francis Robertſon, page 97; N° XXXII. the Caſes of Mr. James Nicol and Mr. Thomas Davie, page 111; and N° XXXIII. the Caſe of John Nevill Parker, Eſquire, with Sir Fletcher Norton's opinion thereon, page 121. In which caſes will be found inſtances of every ſpecies of abuſe and perverſion of juſtice; of illegal impriſonments, barbarous acts of violence and ruinous tranſportations; of lawyers, juſtices and judges refuſing, or evading the diſcharge of their reſpective duties in the moſt preſſing exigencies, and on the moſt important matters; ſuch as when Britiſh ſubjects were beſieged, or barricadoed up in their own houſes, deprived of light, of food, and even obliged to live amidſt their own excrement; cruelties that hitherto ſtand perhaps unparalelled in the records of nations, on ſuch pretences as were urged for them in India; and ſuch as, according to the conſtitutional laws and cuſtoms of this country, no offences or crimes in the parties, if any ſuch had been proved, could poſſibly have authorized being practiſed.

After peruſing the caſes referred to, and having attentively conſidered the reaſons publiſhed againſt the before-mentioned bill, brought into parliament for a confirmation and extenſion of a power ſo very dangerous and unconſtitutional, the reader will be enabled to form a tolerable idea of the policy and purſuits of the Eaſt India Company, and thoſe who have acted for them. Many other grievances that have been lately ſuffered in India, equally oppreſſive with thoſe we have taken notice of, might be inſtanced. They are however all comprehended in theſe two eſſential points, the loſs of liberty and the loſs of property; and the caſes already adduced will be ſufficient to convince every juſt man, that it can never be ſafe in any community to leave rulers, unreſtrained by determinate laws, to act as their own conveniencies or inclinations may direct. The wiſdom of the legiſlature has guarded the ſubject againſt this kind of power in every part of the Britiſh dominions, except the Eaſt Indies.

The effects in India of ſudden tranſportation, with reſpect to the deſtroying of credit and all private ſecurity, muſt appear evident, and indeed have been ſeverely felt by the generality of Britiſh ſubjects ſince thoſe tyrannies have been practiſed in Bengal; for it is well known, that any young writer in the Company's ſervice will now find it more difficult to borrow *five hundred* rupees from a Black merchant, than ſix years ago he would have *five thouſand*.

When perſons quit India, it has been uſual for them to leave a conſiderable part of their property behind them. But while ſuch is the practice, or the aſſumed power of the Company, or their Governor and and Council, in whoſe hands can any man truſt his property, where every one is in the ſame predicament, of being liable to be ſent away, whenever the doing it may appear convenient either to the Company or their Governor and Council, who make themſelves abſolute arbiters of the expediency of ſuch acts? Or who will buy either houſes, goods, or ſhips, of obnoxious or perſecuted people, who muſt of neceſſity ſell them in a ſhort time, eſpecially when it may eaſily, and moſt probably will be hinted to them, that if they do ſo, they themſelves ſhall ſoon follow? But on ſuch an event, what muſt become of the eſtates of widows and orphans left in the truſt of ſuch obnoxious perſons, as adminiſtrators or executors, by their deceaſed huſbands or parents? and what muſt become of the debts due to exiles, or of the ſuits at law in which they may be engaged, either for themſelves or others? Theſe, it muſt be ſuppoſed, or the greater part of them, will be inevitably loſt; for who would be in a hurry to pay or ſettle accounts with ſuch devoted people, when their not doing it would infure them favour; and where the very Aldermen of the Mayor's Court, the creatures, nay perhaps the determined tools of a Governor and Council, are the only perſons to compel payment, eſpecially when it is known ſuch perſons have only a few months to remain in India? Many mercantile adventures, in which merchants eſtabliſhed in India are often engaged, cannot be concluded within the ſpace of two years, as is well known to thoſe who have reſided and traded there. Should ſuch traders be ſent ſuddenly away, who would there be to liquidate matters properly on the returns of veſſels? In any or all of theſe caſes, the Governor himſelf, or he and ſome of his chief counſellors, might become the purchaſers of all the houſes, ſhips, goods, or merchandize in the ſettlement; which would be no ſmall *ſtroke* in trade, and of a piece with many ſuch *ſtrokes* as have been often known to be *ſtruck* SUCCESSFULLY under arbitrary or deſpotic governments.

We know the aſſumed powers given by royal patents have been often pronounced illegal, and of courſe invalid, by the courts in Weſtminſter Hall; ſo likewiſe the excluſive right of trade, from the Cape of Good Hope

Hope eaſtward to the Streights of Magellan, as granted by King William to the India Company, and approved by Parliament, was almoſt immediately ſet at nought by a ſelf-erected, unchartered company of adventurers, who traded directly to India, in defiance of the king, miniſtry and parliament, after an hundred and ſeven thouſand pounds had been expended to obtain and ſecure, as was imagined, that excluſive privilege. Nay, that very government-defying company, for the ſake of a public loan, obtained, ſome years afterwards, an act of parliament to authorize the ſame King William to grant *them alſo* a charter for trading to the Eaſt Indies; which was accordingly done, though the former excluſive charter continued apparently in force, for the poſſeſſors of it were ſtill proſecuting their trade. The two companies were afterwards united, by an act of the 6th of Queen Anne; when they had jointly the excluſive right of trade given them, as uſual, from the Cape of Good Hope eaſtward to the Streights of Magellan.

It is true, that in the ſixth year of the reign of Queen Anne, government had been expreſly empowered by parliament to grant a new charter to the two Eaſt India Companies, with an excluſive right of trade to the extreme * extent already mentioned, in conſideration of a loan which they were to ſupply. But all the Eaſt India Company's claims of excluſive right of trade to the moſt ſouthern parts of America, as well as to many other countries within their abſurd boundaries, to which they never yet have traded, nor probably ever will, were effectually invalidated on the eſtabliſhment of the South Sea Company, three years

* By the *tract*, or line marked for excluſive commerce granted to the Faſt India Company, from the Cape of Good Hope eaſtwards to the Streights of Magellan, the countries included muſt naturally have been ſuppoſed to be, the Coaſt of Africa, beyond the Cape; thoſe of the Red Sea; the Gulph of Perſia; all India, China, Japan, and round by the South Seas to thoſe Streights; or, in other words, that the Cape of Good Hope and the Streights of Magellan were to be the two maritime doors to India, which no Engliſh trading ſhips were ever to paſs but thoſe of the Company, under the penalties of ſeizure of perſons, confiſcation, and other ſevere damages.

But in the ninth year of the ſame reign (1710) the miniſtry having near ten millions of increaſed national debts, which they found themſelves neceſſitated to fund, as an expedient for that purpoſe, they obtained power from the parliament to eſtabliſh the South Sea Company; with an excluſive right of trade from the river Oronoko, round *Tierra del Fuego*, or the land of Cape Horn, through the South Seas, to the northernmoſt parts of America. They were however prohibited from trading to Brazil and Surinam, *becauſe* the former belonged to the Portugueze, and the latter to the Dutch, who being then reſpectively the good allies of this nation, trade with their American colonies was left open to all Britiſh ſubjects. But the Spaniſh ports, or any others within thoſe extenſive boundaries, were only to be traded to by the South Sea Company, *becauſe* England was at war with the Sovereign then on the Spaniſh throne; although the Company could not at that time carry on any trade with thoſe countries.

Such were the baits uſed for catching gudgeons; who accordingly ſubſcribed *locked-up-debts* towards a *Trading-ſtock*, for proſecuting commerce where it could not be carried on; and which even with the aid of the *Aſſiento Contract*, after peace became eſtabliſhed, was never farther purſued than to ſwell that Stock into a Bubble, which ten years afterwards burſt into widely-ſpreading ruins.

afterwards:

afterwards: as by the excluſive rights of trade given to the latter, the Eaſt India Company was precluded the navigation of the South Seas; the preſcriptive line of their excluſive right being then turned the other way from the Cape of Good Hope, through ſeas without land. Nor indeed could the Eaſt India Company's ſhips go either way from that Promontory to thoſe Streights without breaking the boundary-lines for excluſive navigation granted to the new-erected Company.

Moſt, if not all the Charters which had been granted before that of the 10th of King William, were to Companies of Merchants trading *into India*, That of the Second Company, then eſtabliſhed by that Monarch, was a ſhameful grant, becauſe his Firſt Company was then exiſting with a ſole excluſive right, as far as he could grant it; and on the plea of a loan, for which he granted the Second, he might as well have granted twenty more; for had his firſt excluſive charter been conſtitutional, the laws muſt have given it a permanent force. However, his ſecond charter was granted to a Company of Merchants trading *to India*, by way of evaſive diſtinction. But in the charter of the 6th of Queen Anne, for uniting the two Companies, they were ſeparately mentioned, as *the Merchants of London trading* INTO *the Eaſt Indies*, and *the Engliſh Company trading* TO *the Eaſt Indies*; with expreſs reſervation of the ſovereign rights and power over all forts, places, plantations, and ſettlements, in which the laws of England were to prevail; and with a regulated coinage. By this charter was given to this United Company the excluſive right of trade *to* and *from* the Eaſt Indies; and when their excluſive right was further prolonged, they were thenceforward called *The United Company of Merchants of England trading to the Eaſt Indies*, but without the word *in*; and therefore internal trade could not fairly be implied for India, any more than for England. It was not till the reign of George the Firſt that ſuch an extenſion of excluſive right was expreſſed; when other ſubjects were, by acts of parliament, expreſly prohibited trade, traffic and adventure *in*, *to* and *from the Eaſt Indies*; and any perſon *found in* India, without the licence of the Company, was to be deemed a trader contrary to law. Perhaps the Company firſt obtained the inſertion of a comma that formed two words out of one, by artifice, and ſo made the grant in the old idiom, of *into and from*, better ſerve their purpoſe by the new reading then firſt given them, of *in*, *to and from*; for the inferences natural to be drawn from a Britiſh grant of excluſive right to trade IN India, particularly with reſpect to perſons who have gone out with the Company's licence, are too abſurd to admit even a ſuppoſition that the legiſlature really meant it for all the interior parts of India; or even for all trade within the immediate juriſdiction of the Company's own ſettlements.

While

While the Eaſt India Company continued entirely commercial, and had but a few acres of land aſſigned them, on which they were permitted to eſtabliſh factories, only for the convenient carrying on of their import and export trade, which was all that, as merchants, they could have occaſion for, the Indian Princes keeping to themſelves the regulating and managing of government and all internal traffic; in ſuch a ſituation of things, had an Engliſhman gone out in a foreign ſhip, to a foreign ſettlement in India, and from thence paſſed into the inland territories of any Prince of the country, there to carry on trade which did not interfere in any ſhape with the dealings of the Company, or thoſe of any of their European rivals; never intruding on the Company's lands or ſettlements, and without ever doing them any kind of injury whatſoever; but proceeding innocently and honeſtly in the acquiſition of a fortune, on the view of returning with it to his native country, it is ſubmitted to the opinion of every able and upright lawyer, Whether ſuch a man was really tranſgreſſing the laws of his country? Or if any agents of the Company ſhould find means to get him into their hands, Whether they would have a conſtitutional right to harraſs, confine, and forcibly ſend him a priſoner to England? Or whether by ſo doing they ought not to be made anſwerable, by juſtice in England, alike for all injuries in fortune as well as perſonal ſufferings that were ſo occaſioned by them?

The Company and their ſervants in India, however, pretend they have a right ſo to act. It was on this ſuppoſition at leaſt, that they ſeized on the perſons of Mr. James Nicol and Mr. Thomas Davie in the dominions of Sujah al Dowlah; though on the ſame principle they might as well purſue, as lawful prey, any Britiſh ſubject who was only travelling for the ſake of curioſity, or of ſcience, even from the bottom of the Bay of Bengal to the borders of Ruſſia, if they could extend their pernicious influence ſo far; ſince their limits are not bounded by any line northward. Nevertheleſs, every man muſt have the natural right of going where he pleaſes, to diſpoſe of his own lawful property, and to extend his trade wherever he can gain admittance, eſpecially as by the Engliſh laws, particularly the ſtatute of the 19th of Henry the VIIth, Engliſh Merchants in any nation in amity are acknowledged to be ſubject to the laws of that country where they reſide, and conſequently ought to be under the protection of the laws of ſuch countries, in the ſame manner as the ſubjects of any other country, when reſident in Great Britain, muſt be ſubject to and are protected by the Britiſh laws.

It may be alledged, on the part of the Company, that no Free Merchant, Free Mariner, or Company's Servant can trade in India, but in

in conſequence of a licence obtained from them for a certain time: and that a licence accepted for a limited time, implies a power in the granter to refuſe a renewal of it for any farther time, under which known conditions every one goes out to ſettle there; and therefore, after having ſolicited and accepted the firſt grant as a benefit, no perſon can have reaſon to complain, at the expiration of the time limited, if a ſecond ſhould be refuſed him.

To which it may be anſwered, not diſputing here what the conſtitutional rights of Engliſhmen formerly were, or now are, within or without the immediate ſettlements of the Company, that there is always ſuppoſed to be a mutual convenience, or advantage in all ſuch engagements, and that honour ſhould ever regulate either party in their conduct. With reſpect to Free Mariners, or Free Merchants, that mutual convenience muſt be ſuppoſed to laſt ſo long as new licences continue to be granted; and therefore, if the poſſeſſor of an expired one has not done any injury to the Company, or been guilty of any crime, not to ſuffer his continuance in a ſtation that had been hazardous and expenſive for him to get into, is a moſt unjuſt, arbitrary and wicked exerciſe of power. Should it be ſaid, that the Free Merchant's indentures ſtipulate, that he ſhall leave India whenever his ſtay there ſhall become inconvenient to the Company, it may be anſwered, that the ſame indenture, more in the ſpirit of the conſtitution, and agreeably to the true intereſts of the Company, oblige him to remain in India for the ſpace of five years; which does not at all imply that his time is out then, if he ſhoule chooſe to remain longer, and demean himſelf with obedience to all lawful orders and regulations preſcribed by the Company. That clauſe in the contract whereby the Company make him bargain with them, that they ſhall have power to ſeize him and ſend him by force a priſoner to England upon twelve months notice, whenever they deem his ſtay inconvenient only, is in its nature abſurd and ridiculous, as well as illegal; for it makes him bargain to give away his natural rights, which it is conceived a man can no more do by law, than he can bargain away his life.

But there is a direct unconſtitutional uſe to be made of ſuch power, which is, as we have ſeen, that of employing it to puniſh men for doing their duty even in courts of juſtice. They may diſoblige men in power by refuſing to be pliant judges, if in the Mayor's Court; or pliant jurors, if impannelled as jurymen at the ſeſſions; and may be therefore puniſhed with ruin, in revenge for their honeſt diſcharge of the firſt ſocial duty; which motives, as well as many others that might be inſtanced, though they are ſuch as only wicked men could be influenced to avail themſelves of, yet the power is ſuch as ought not to

be entruſted even with the moſt juſt. Nor can it be other than impolitic *in*, and injurious to the very Company, if they knew their own true intereſts, for their ſervants in India to be veſted with ſuch powers: for the natives of Bengal, who ſee that no ſuch violences are ever committed in the French or Dutch ſettlements there, muſt naturally entertain unfavourable notions of the Engliſh government, at leaſt on this point; and another natural conſequence is, the forcing of Britiſh ſubjects, for the probable ſecurity of at leaſt ſome part of their fortunes, to ſeek that protection among foreigners which they find they cannot enjoy in the Britiſh ſettlements.

Inſtead, therefore, of diſcouraging Britiſh ſubjects from going to Britiſh ſettlements, or driving away ſuch as are already ſettled there, the Company ſhould, by all means in their power, encourage and protect them in ſuch reſidence, as they would thereby accommodate a greater number of *his Majeſty's* ſubjects, to the augmentation of trade, particularly in the ſales of Britiſh commodities; and with the conſequent increaſe of population, an increaſe of revenues muſt neceſſarily follow. But above all, a greater number of Britiſh inhabitants in the ſettlements of the Company would give them, without expence, a ſtrength and ſtability which they can never otherwiſe poſſeſs.

The gallant behaviour of the inhabitants, free merchants and free mariners, when Calcutta was loſt in 1756, and retaken in 1757, may be mentioned as a proof of what we advance. But ſtill a ſtronger inſtance of the ſame kind was given in the year 1759, againſt the Dutch; when, had it not been for the ſpirited and active behaviour of the inhabitants, the Company's military force would not have been able to cope with their enemies. Again, upon the rupture with Coſſim Ally Khawn, in the year 1763, the European inhabitants of Calcutta were formed into four companies of militia, and properly diſciplined for the defence of the ſettlement, while all the regular troops were ſent to a diſtance againſt the enemy. A body of gentlemen volunteers compoſed of free merchants and free mariners, under the command of Captain Henry Wedderburn, actually took the field; were preſent at the taking of *Udwa Nulla, Mongheer, and Patna*; and during the whole campaign were of the moſt ſignal ſervice in armed boats, in maintaing the command of the river. Upon all theſe occaſions the very exiſtence of the Company was wholly at ſtake, though in the end fortune favoured them with the rich acquiſitions which they now poſſeſs in Bengal.

If, therefore, there be any power which, in the preſent ſituation of their affairs, is really neceſſary to the Company, it is the power of effectually controuling, or puniſhing their ſervants in India, for diſobedience of orders, breaches of truſt, or other acts of miſbehaviour,

and not this power of ſeizing and tranſporting their fellow-ſubjects at will. On the contrary, the free and full exertion of the Engliſh laws in their ſettlements, and the power of the ſubject effectually to apply to thoſe laws, when injured, would be the beſt, nay perhaps is the only poſſible check the Company can ever have againſt ſuch miſbehaving ſervants.

Baniſhment, or tranſportation, is certainly the next degree of puniſhment to that of death; but it is more than doubly increaſed when made likewiſe the cauſe of deprivation of fortune, which, as we have ſhewn, on the preſent ſyſtem of the Company's affairs, muſt ever be the conſequence of the ſudden removal of a merchant from Bengal to Europe; and it is inconceivable how the Britiſh legiſlature could ever have given even the appearance of their ſanction to ſo illegal an exertion of power as that by which the Company's ſervants now tyrannize. When one law is made that is incompatible with the general principles of the conſtitution, a thouſand abſurdities muſt be conſequent thereof. Thus, in the inſtance now before us, among many other enormities, we ſee the deputies of the deputies of a company of merchants, exerciſing in the Britiſh ſettlements in Bengal a power of withdrawing protection, and of inflicting, at will, the heavieſt puniſhments on Britiſh ſubjects; ſuch as, in this happy country, neither the Sovereign, the Lords, nor the Commons, can ſeparately do, or inflict; nor legally any power but that of the whole legiſlature, by an expreſs act for every particular purpoſe, after a legal trial and conviction of the party for crimes deſerving of ſuch puniſhment. We ſee even foreigners left to enjoy, in a *Britiſh* ſettlement, the privileges of ſecurity in their perſons and property, from which Engliſhmen are formally excluded: and admitting that an Engliſhman had been guilty of a crime againſt this Company which could, from the laws in their favour, warrant a criminal proſecution; in ſuch caſe, contrary to one of the fundamental principles of the Engliſh conſtitution, he is removed from the country in which the offence is ſuppoſed to be committed, even to the oppoſite ſide of the globe, notwithſtanding there are courts eſtabliſhed in India which ſhould be *competent* for the trial *of all offences*, except high treaſon. To crown all, if the party thus baniſhed, or tranſported to England, be innocently ſo oppreſſed, he is by ſuch proceedings firſt ruined, or at beſt rendered incapable of proſecuting with effect, and then the law, as it now ſtands, refers him to the Court of King's Bench for juſtice againſt his oppreſſors.

After all, the Company cannot with truth alledge, that ſuch a power is neceſſary, or in any ſhape eſſential to their excluſive right of trade *to and from India*; nor can they adduce one ſolid argument in ſupport of

of ſuch a neceſſity on any other pretence whatever. They are deſpotic SOVEREIGNS of the whole country, and in fact *Lords paramount* over the Engliſh laws and courts of juſtice. No inhabitant of their ſettlements can commit any crime to endanger the ſecurity of the Company, but what muſt equally endanger the ſafety of every individual member of the community, they being inſeparably connected together. What reaſon then can be alledged for the neceſſity of this tyrannic power of baniſhing, or tranſporting perſons *unaccuſed judicially, unconfronted, and unheard?* unleſs it be a tacit acknowledgement, that the Company, without it, are incapable of governing the dominions of which, as we have ſeen, they confeſs themſelves SOVEREIGNS? And in ſuch caſe, what ſtronger proof could be given of the neceſſity of the moſt ſpeedy and effectual interference of the Britiſh legiſlature to deſtroy this joint monopoly of power, juſtice and trade, which it can never be wiſe, ſafe, or juſt to ſuffer being ingroſſed by any ſet of men whatever.

Upon the whole, every man will acknowledge, that there ought to be an efficient civil power in the Britiſh ſettlements in India, to prevent or remove injuries and abuſes, to preſerve order and diſcipline, to puniſh every kind of offence, and duly to ſupport the authority of government: all which, it is humbly conceived, might be eaſily and conſiſtently effected, without prejudice to private property, and without infringements on public liberty. But arbitrary ſeizures of men; ſecret inquiſitorial interrogations, under guards, of either offenders or witneſſes; ſequeſtered impriſonments by military force, and ſudden and forcible tranſportations, or baniſhments of men without trial, or legal conviction of any crime, from their families, ſtations, fortunes, or proſpects, and ſometimes with the ſacrifice of all, are powers too deteſtable in their natures to be ſuffered any where to exiſt, and much leſs by any authority pretended to be derived from the Britiſh government.

In England, and other parts of the Britiſh dominions, while ſo great a ſtir has been made about the *liberty* of the ſubject and the ſecurity of private property, it is amazing that ſo little attention has been paid to the ſituation of Britiſh ſubjects in Bengal, groaning, as they long have been, under the intolerable oppreſſion of this enormous and unconſtitutional power. In the mean time, it is principally to this exorbitant power, the exerciſe of which has been greatly encouraged by the Directors in almoſt every general letter to Bengal *, that we muſt attribute the im-

* In their general letters ſince the year 1764, the Directors have been uſed very injudiciouſly to authorize their Governor and Council at Bengal, at their own diſcretion, to withdraw their protection from, or ſeize and ſend to England any perſon or perſons who might be guilty of the ſmalleſt contravention of their orders. An authority that muſt be highly dangerous, becauſe encouraging and even tempting to the abuſe of it.

menſe fortunes which have been of late ſo rapidly ſqueezed from the natives in thoſe parts; and which will continue to bring thoſe provinces nearer and nearer to deſtruction, if effectual meaſures be not ſpeedily taken to prevent ſuch violences; to enable the injured more eaſily to obtain relief, and to inflict exemplary puniſhments on ſuch oppreſſors. If this be not ſpeedily done, neither the Company nor the nation can have a right knowledge of their true intereſts in Indian matters, and poſterity will juſtly remark of this period of the eighteenth century, that it was then ſuppoſed the law of the land, for Britons in India to be *impriſoned, baniſhed, and tranſported by the Engliſh Eaſt India Company, unaccuſed, and unheard in their defence.*

CHAP. XII.

Of the REVENUES of BENGAL and its DEPENDENCIES; AND OF THE METHODS OF COLLECTING THEM.

THE revenues of Bengal and its dependencies ariſe from the rents paid for lands, either according to their meaſurement or according to the produce of them, at certain eſtabliſhed rates, which vary in different parts even of the ſame province, according to its different degrees of fertility. While the empire remained unſhaken, the general eſtabliſhed rate of eſtimation at Dehly, for cultivated ground in Bengal, was three ſicca rupees, or ſeven ſhillings and ſix pence *per bega* of 16,003 ſquare feet, one with another, or about twenty ſhillings per acre. But this was not the rate of collecting the rents in thoſe provinces, where few lands paid according to meaſurement as ſo much *per bega*; but generally by a proportion of the crop eſtimated on the ground, and valued at the then market price of ſuch produce. Thus ground producing rice, peaſe, wheat, barley and other grain generally pays one half of the crop: in which mode ſome products make the *bega* very valuable, as the lands in Bengal, from the extraordinary fertility of the ſoil, in moſt places produce two, and in ſome even three crops of grain in the year. Ophium and ſugar-cane, which yield only one crop in the year, and are only produced in particular diſtricts, yield to the land-holder at the rate of from ſeven to as high as fifteen rupees *per bega*: but the moſt valuable product of all is the ſhrub which bears the leaf called by the natives *Paān*, and by the Engliſh Beetle-leaf; which, notwithſtanding the vegetative advantages of the ſoil and climate, requires ſome nicety

in cultivation, and pays the land-holder as high as thirty-two rupees *per bega*.

The whole of what was collected, was the property of the Emperor, by whom the whole country (excepting ſuch parts as were aſſigned on temporary grants to the crown penſioners, called Jagueerdárs, and the charity-lands, allotted to religious purpoſes, by the denomination of Bhurmuttro, and a variety of other hard names, under the general title of Bazy Zemeen, which would require whole pages to explain) was allotted for the purpoſe of governing, and collecting the revenues thereof, to ſuch perſons as he pleaſed, either as ſuperintendants, farmers of the revenues, or governors, under the different ranks of Râjahs, Subahdárs, Názims, Nabôbs, Zemindárs, &c. who, whatever they might collect, were ſeldom moleſted by any officers from the King's Dewân, or Receiver General of the revenues, ſo long as they regularly accounted for the ſums at which their provinces were reſpectively rated in the King's books, and ſatisfactorily gratified the Dewân and other great officers of the court.

The Râjahs are Princes deſcended from the ancient Gentoo Kings; many of whom by the indulgence of the Moguls, who always had the juſtice or policy to ſhew particular attention to this race, have had their râjahſhips hereditarily continued in their families: though the MOGULS of later years have aſſumed the power of *creating* even GENTOO RAJAHS, as well as ENGLISH OMRAHS. Several Râjahs of the ancient races, however, ſtill hold râjahſhips among thoſe lands which are now poſſeſſed by the *Engliſh Company*. The other renters, called Zemindárs, and the Governors of provinces called by the different names of Subahdárs, Názims, or Nabôbs (now moſtly Mahomedans) that hold lands, are temporary farmers, who uſually hold them from year to year, though ſometimes for a term of years. Theſe Râjahs, Nabôbs and Zemindárs, for ſuch lands as they held, were taxed upon a general repreſentation of their produce, *ad libitum*, by the Sovereign; who likewiſe could, when he pleaſed, reſume the whole of the collections, as far as could come to his knowledge; paying or allowing the great land-holders, or ſuperintendants therefrom ſuch ſums as he thought proper for their ſubſiſtence, and for the charges of the collections and of their reſpective governments.

There are another ſet of inferiour renters under the government, called Chówdrys, Talookdárs and Etmaumdárs, who are accountable for their rents to the before-mentioned great land-holders; and both the greater and leſſer renters have uſually farmed out their lands again, for a net ſum, to men of property on the ſpot, as under-farmers. Theſe laſt are they who ſet the lands to the *Ryots*, or poor tenants and manufacturers,

turers; though the great renters do frequently keep the lands in their own hands, and collect immediately from the *Ryots*, at their own charge, by their own officers at the *Cutcherries*, or offices ſo called, eſtabliſhed for that purpoſe in every diſtrict where they are found moſt convenient, and where, in caſes of backwardneſs in payment, the *Ryots* are ſeverely chaſtized.

The *Ryot* holds his lands by a kind of leaſe called a *Pottah*, ſpecifying the ſort, quantity and rate of his land, the rent of which is to be paid at ſtated periods; and theſe *Pottahs* are irrevocable by the ancient eſtabliſhed laws of the empire, ſo long as the tenant juſtly pays up his rents; and even in caſe of failure therein, ſo tender were ancient cuſtoms of the huſbandman's intereſt, that he could not be diſpoſſeſſed of his lands until after a failure in his payments for twelve months.

For the purpoſes of cultivation, it has been likewiſe ever cuſtomary for the Nabôbs to lend the leſſer land-holders, and again for thoſe land-holders or other men of property to advance to the *Ryots* conſiderable ſums of money upon bond, though at a very high rate of intereſt, even ſo high as upwards of forty *per cent. per ann.* to be repaid from the produce of the enſuing crop. The ſums advanced in this way, commonly known in Bengal by the term *Tagábey*, are employed by the *Ryot* in the charges of cultivation, particularly in buying cattle and ſeed, and in making the neceſſary reſervoirs and drains, which are there very requiſite, and the moſt expenſive preparatives. Without this advance to the poor people, the whole buſineſs of agriculture would be at a ſtand: it is therefore evident, that the encouragement derived by the poorer ſort of people from public protection can be no where more neceſſary than in the interior parts of Bengal.

Since the ſubverſion of the Mogul empire, the lands of every diſtrict of courſe become the property of each reſpective uſurper, ſo long as by their own power they can maintain poſſeſſion; and ſo long each uſurper deemed himſelf, and in fact was a real ſovereign. Thus, upon the Engliſh Eaſt India Company's aſſuming *the Dewannee*, we find that they alſo, in their turn, declare themſelves to have become the *Sovereigns* * of a rich and potent kingdom; of the revenues of which they likewiſe declare themſelves not only the *Collectors* but *Proprietors*.

* See a LETTER from the SELECT COMMITTEE at CALCUTTA to the Court of EAST INDIA DIRECTORS, dated the 1ſt October 1767, ſigned by *Lord Clive*, *William Brightwell Sumner*, *John Carnac*, *Harry Verelſt*, and *Francis Sykes*, Eſquires; AUTHENTIC PAPERS, pages 92 and 103. See alſo the Proceedings of the SELECT COMMITTEE at CALCUTTA, the 18th September 1765, as contained in the following chapter.

When the ſovereignty of the Bengal provinces was thus taken by the Company upon themſelves, in 1765 Mr. Sykes was appointed, by the Preſident and Select Committee at Calcutta, the Company's Reſident at the Durbár *, or *the Nabób's Court* at the capital of Murſhedabâd, to adjuſt the groſs revenues of the provinces, and ſettle the *claims of Jagueerdárs*, as being a part of that buſineſs. This gentleman, ſingle and without any checks, was likewiſe entruſted with the direction of the *Nabób* and his officers, ſuperintended the interior collections, and the adminiſtration of juſtice in countries more extenſive and more populous than Great Britain; and, as if theſe were not enough for the ſingle abilities of this gentleman, the wiſdom of the Select Committee farther loaded him with the additional charge of the chiefſhip of the Company's factory at Coſſimbazár, where moſt of their ſilk and a great part of their other Bengal inveſtments are provided.

The amount of the whole revenues of Bengal and its dependencies, as adjuſted by Mr. Sykes in the ſaid year, 1765, was eſtimated as follows, viz.

* In order farther to underſtand the buſineſs of the revenues, and of the Reſident at the Dunbar, ſee Numbers XXXVII. XXXVIII. XXXIX. and XL. of the APPENDIX, pages 133 to 145, being copies of four letters from Mr. Sykes to the Select Committee at Calcutta, on his adjuſtments of the *Dewannee Revenues*.

REVENUES

REVENUES arising from the different DISTRICTS which are made to compose the Country called BENGAL, as fixed with the different Zemindárs, Talookdárs, and Etmaumdárs for the Bengal year 1172, or Christian year 1765, viz.

Gross Revenues - - - -	Sicca Rupees -			15,623,455	0	0	
Deduct charges of collection - - -				1,029,929	7	0	
	Sicca Rupees -			14,593,525	9	0	
Sundry duties and fines	Net Sicca Rupees	19,138	7 0				
Duties of Chunacolly - - -		173,610	5 0				
Buxbunder - - -		125,000	0 0				
Azimgunge - - -		107,060	0 0				
Mint at Murshedabâd - -		30,005	8 0				
				454,814	4	0	
						15,048,339	13 0

REVENUES arising from the different Districts which are made to compose the Country called BAHAR, as fixed with the different Landholders for the year 1766, viz.

Gross Revenues, -	Sicca Rupees -	7,499,398	8 0			
Nuzzerânah or acknowledgment paid by the Dutch at Patna - - -		15,000	0 0			
				7,514,398	8	0

DEDUCTIONS.

Amount of Jagueers, to be paid annually to different persons, as having *Royal Súnnuds* for the same, - - - -	903,492	13	0		

Allowances made to the following Perſons for the Wages of Servants, &c. viz.				
The Nabôb Itraam al Dowlah -	100,000 0 0			
Dirgenarain and Shetabroy, the Company's Collectors at Patna, each at 50,000 -	100,000 0 0			
Expences for ſervants and other attendants for the public buſineſs allowed to Dirgenarain and Shetabroy, at 25,000 *per* month - - - -	300,000 0 0			
		500,000 0 0		
			1,403,492 13 0	
				6,110,905 11 0
				21,159,245 8 0
COUNTRIES ceded to the COMPANY by COSSIM ALLY KHAWN, viz.				
BURDWAN, as ſtated and ſettled by Harry Vereliſt, Eſq; Superviſor -			3,350,000 0 0	
MIDNIPORE - - - - - - - - -			822,088 0 0	
CHITTIGONG - - - - - - -			421,241 7 0	
				4,593,329 7 0
CALCUTTA, Town - - - -		58,168 0 0		
55 Villages - - -		29,919 0 0		
		88,087 0 0		
Sea Cuſtoms - - -		140,000 0 0		
			228,087 0 0	
24 Pergúnnahs, ceded to the Company by Meer Jaffier, as ſettled by Lord Clive and the Secret Committee			847,000 0 0	
				1,075,087 0 0
Net Sicca Rupees - -				26,827,661 15 0

[U] Which

Which ſum of Sicca rupees, two crores, ſixty-eight lacks, twenty-ſeven thouſand ſix hundred and ſixty-one, and fifteen annas, valuing the Sicca rupee, according to Mr. Sykes, at nearly two ſhillings and eight pence halfpenny, and making (£. 3,630,676 18 5) the ſum of pounds, three millions, ſix hundred and thirty thouſand, ſix hundred and ſeventy-ſix pounds ſterling, Mr. Sykes ſubſcribed to, and declared it to be his opinion, that the whole would be collected in the year 1766, without oppreſſing the inhabitants. The Right Honourable Lord Clive likewiſe gave his opinion upon this ſtatement of the Bengal revenues, in his letter to the Court of Directors, dated Calcutta, the 30th September 1765, in the following words*:

" *Your revenues*, by means of this *new acquiſition* (meaning the Dewannee) will, as near as I can judge, not fall ſhort, for the enſuing " year, of 250 lacks of Sicca rupees, including your former poſſeſ- " ſions of Burdwân, &c. Hereafter they will at leaſt amount to 20 or " 30 lacks more. Your civil and military expences in time of peace " can never exceed 60 lacks of rupees. The Nabôb's allowances are " already reduced to 42 lacks, and the *tribute to the king* is fixed at " 26. So that there will be remaining a clear gain to the Company " of 122 lacks of Sicca rupees, or £. 1,650,900 ſterling, which *will de-* " *fray all the expences of the inveſtments, furniſh the whole of the China* " *treaſure, anſwer the demands of all your other ſettlements in India, and* " *leave a conſiderable balance in your treaſury beſides.* In time of war, " when the country may be ſubject to the incurſions of bodies of cavalry, " we ſhall, notwithſtanding, be able to collect a ſufficient ſum for our " civil and military exigencies, and likewiſe for our inveſtments; be- " cauſe a very rich part of the Bengal and Bahár dominions are ſituated " to the eaſtward of the Ganges, where we can never be invaded. " *What I have given you is a real, not an imaginary ſtate of your revenues,* " *and you may be aſſured they will not fall ſhort of my computation.*"

After producing two ſuch good authorities, the reader will certainly admit, that ſuch was the improveable ſtate of the revenues in Bengal in the year 1765.

In the continual fluctuation of the property of the country, under different uſurpers, the moſt ſimple mode of taxation, under manifold oppreſſive pretences, has been ſo increaſed and varied, and, by the villany of the endleſs train of accomptants, ſhroffs, or money-changers, receivers and other officers employed in the collections at the Cutcherries, has in many places become ſo perplexed, as to render a thorough

* See AUTHENTIC PAPERS, page 26.

knowledge

knowledge of the preſent revenues a difficult taſk; and from the preſent general ſtate of the country, as well as from the particular cuſtoms and methods of conducting this buſineſs, the harpies employed find it eaſy to practiſe every ſpecies of extortion and fraud. This is ſo much the caſe, that in many places, after the yearly account of a Pergúnnah has been ſettled at any of the Cutcherries, the detection of its falſity, or the proof of its truth would be a difficult undertaking even to the beſt accomptant, however well acquainted he might be with the languages and cuſtoms of the country.

In fact, every method practiſed in the buſineſs of the collections ſeems to have been calculated, in every department, to encourage deceit, and ſcreen it from the Sovereign; for the very accounts of the Bengal collections, which are kept in the Bengal language, are, from eſtabliſhed cuſtom, kept on ſmall octavo ſlips of paper, called *Ferds*, and filed on a ſtring; which, if not ſharply looked after and regularly abſtracted, it is very eaſy for the Black clerks to take off one Ferd and ſlip on another, to ſerve a particular purpoſe. The Engliſh collector can never detect a fraud of this kind, unleſs he can write and read the * Bengal language, or has, what is very rare, honeſt Banyáns about him.

The ſame confuſion which has prevailed in the Dehly provinces ſince the ſubverſion of the empire, has extended to the dominions of every uſurping Nabôb. Thus, in particular, from the invaſion of Nader Shah downwards, the independent Nabôbs, or Subahdárs of Bengal, have in general paid but little attention to the hereditary rights of the antient Râjahs, or Zemindárs; and ſince the Engliſh Eaſt India Company have become the Sovereigns of Bengal, leſs ceremony has been uſed with them; many of the loweſt claſs of Banyáns having been put over them, or in their places, as well as in every department of the government.

The revenues, when adjuſted at *Murſhedabâd*, are taxations *ad libitum*, and hitherto have depended entirely on the arbitrary will of the Engliſh chief, or chiefs; as may be alſo ſeen from Mr. Sykes's Letters,

* A very extraordinary inſtance of the great utility, of this attainment, to the Engliſh collectors, came within the writer's knowledge in the year 1766, while Samuel Middleton, Eſq; was chief of the Company's factory at Patna, and ſuperintendant of the revenues of the Bahár provinces, under Murſhedabâd. The Vakeel of one of the Zemindárs preſented himſelf before the chief with ſome heavy complaints, as from his maſter, which related to the affairs of his country. In ſupport of his complaint, he pulled a letter out of his turban, and began to read the complaint in the Bengal language very fluently, tranſlating it into Hindoſtân for the chief, as he went along. The writer, who underſtood a little of this language, was looking over his ſhoulder all the while, and diſcovered to Mr. Middleton that there was not, in all the letter, a word written of what the Vakeel pretended to read; whereupon his falſhood was detected, to his great ſhame and confuſion.

 already

already quoted: and thoſe chiefs ſo beſet with harpies, who, from the higheſt to the loweſt, will be always intereſted in deceiving them and endeavouring to ſap their integrity, can have no guides whom they can depend on but their own judgments and *conſciences*. With Engliſh collectors another ſet of men have been alſo naturally introduced, the Engliſh Sircárs and Banyáns; who, from the ſuperior influence which they aſſume over the reſt of the Black officers, as being *Dewáns* to the Lords of the country, muſt generally be firſt ſatisfied. Under theſe different ranks of men, the diviſions and ſubdiviſions are innumerable; all of whom, from *the Nabôb* down to the loweſt officer of a village, muſt have a ſhare of what can be ſecreted from the revenues. In this ſituation of affairs it is obvious, that there muſt be innumerable abuſes in the department of the revenues, which will eſcape the Engliſh collector, though a man of the greateſt integrity; of ſome of which abuſes we will briefly take notice in this place.

At the commencement of every year, which in Bengal begins in April, there is an eſtabliſhed feſtival, called the Pooněa, which is the time appointed for adjuſting the accounts of the revenues with the different land-holders, and confirming or revoking their leaſes, according to their merits, or otherwiſe. At this feaſt the different Râjahs and Zemindárs either appear at Murſhedabâd in perſon, or ſend their Vakeels, to negotiate and ſettle the ſum to be eſtabliſhed for the revenues of their reſpective diſtricts for the enſuing year, as well as to adjuſt the accounts of that expired. On theſe occaſions, whether a Zemindár has been punctual or not in the payment of his rents according to the terms agreed on, the Mutſeddees never want a complaint againſt him, a pretext for raiſing his rents, or a competitor to be oppoſed to him, for the purpoſes of ſecuring his conſent to the payment of a private Nuzzerânah, or preſent demanded; which Nuzzerânah is generally increaſed, by the Zemindár, in proportion as the officers, upon whom the generality of the Company's chiefs *muſt* depend for their information, agree to decreaſe the ſum ſtipulated for the next year's revenue; and, in this ſituation, he who agrees to the largeſt ſum of Nuzzerânah is let looſe upon the the country for the enſuing year.

This adjuſtment, which in Bengal is emphatically called *the Bundobuſt* (the tying and binding) naturally affords a fine field for the exerciſe of the fertile genius of this race of Aſiatics, inferior to none in intrigues. The Zemindárs, who upon this occaſion generally are in want of large ſums of ready caſh, as well as of ſecurity to be given for the payment of their rents according to agreement, have been uſually neceſſitated to call in the Shroffs, or bankers and money-changers, to their aſſiſtance.

Juggut Seat, the head of a Gentoo family of the Weaver tribe or caſt, in the time of the Nabôb Jaffier Khawn, availed himſelf of this circumſtance, which the ſucceeding times of confuſion in the empire enabled him to improve, to the introduction of new cuſtoms at the Durbár, in the department of the revenues, and to the raiſing and enriching of himſelf and his family. From a very inconſiderable origin, he became the moſt eminent banker in Hindoſtân; having his Shops and Gomáſtahs eſtabliſhed for the purpoſes of drawing and remitting in all the principal trading towns of the empire. This buſineſs in India, in times of public ſecurity, which are not likely ſoon to return, was advantageous beyond any thing that is known in Europe, as well from the *per centage* allowed upon the bills called *Hundyveaan*, as on the *Batta*, or exchange of rupees. By his Gomáſtahs he was regularly and well informed of all momentous tranſactions in every part of the empire. This introduced him into the political intrigues of the Durbár at Murſhedabâd, where he and his family, ſome of whom ſtill remain the ſhadows of their father's grandeur, lived with the retinue and magnificence of Princes.

By a juggle with the Nabôbs and officers of the mint and revenues, this great banker introduced a cuſtom very injurious to circulation; which has been ever ſince practiſed, to the detriment of the country; and ſtill continues, to the ſhame of the Engliſh Eaſt India Company. This was the introduction of a *Batta*, or agio upon the rupee called *Sicca*, which is a real coinage of ſtandard ſilver according to the eſtabliſhed laws of the late empire. The current rupee, ſo called by the Engliſh, is, like the pound ſterling, a nominal ſpecie, valued at ſixteen per cent. Batta leſs than Sicca, for the conveniency, in adjuſting accounts, of reducing into one ſpecie the innumerable ſorts of different rupees which have been introduced in all parts ſince the ſubverſion of the empire. This Batta was nominally fixed, ſo that the *new-coined Sicca* rupee ſhould circulate twelve months at full Batta, and then fall three per cent. under the denomination of *Hirſuns*, or *Siccas of various years*. At the expiration of the ſecond year, they ſunk again, under another denomination of *Sunotts*, the Batta of which was fixed at two per cent. leſs: ſo that what was *ſixteen per cent.* the *firſt* year, was *thirteen per cent.* the *ſecond*, and *eleven per cent.* the *third*: at which laſt denomination of *Sunotts* they remained, until re-coined into *Siccas*; ſubject nevertheleſs, like all other rupees, to ſuch variations in the Batta, or agio, as the money-dealers could effect, from the plenty or ſcarcity of each particular ſpecies; for it was the Engliſh alone who, in their own ſettlements and in dealings only among themſelves, uſed to adjuſt their accounts by the ſaid eſtabliſhed Batta of 16, 13, and 11 *per cent.* The variety of rupees introduced in different

parts

parts of the empire, is of ſuch ſort, that if a merchant of Murſhedabâd wants to purchaſe goods in any adjacent province, for ready money, it is neceſſary for him firſt to purchaſe of the money-changers in the Bazár, that ſort of rupees which will beſt anſwer, or yield the leaſt loſs in the country where he intends to make his purchaſes; for even the Sicca rupees coined at the different mints of Patna, Murſhedabâd, or Calcutta, when carried out of the province in which they were coined, bear a *Batta*, or paſs with a diſcount. Thus the trade in rupees has long been an extenſive and complicated branch of buſineſs, and the Batta, which is a miſchievous inſtrument in the hands of great exchange and money-dealers, was by the manœuvres of this artful *Shroff*, or banker, at Murſhedabâd, rendered a fund of infinite wealth to the family of the Seats, and remains yet an abuſe uncorrected by the preſent governors of that country.

When the Zemindárs were diſtreſſed for a ſum of ready money, or a bondſman, in order, upon an emergency, to ſecure their farms, Juggut Seat was always ready. He likewiſe obtained the *Shroffing* * of all the revenues; and upon occaſion became anſwerable to the Subahdár, or Nabôb, at the inſtance of the Zemindárs, for ſuch particular payments on account of their rents as they fell ſhort in: for which he was well paid by a high intereſt on the ſums he advanced. By theſe means he acquired an influence at the Durbár little inferior to that of the Nabôb himſelf: as inſtances of which, he was the chief inſtrument in the acquiſition of Lord Clive's famous jagueer; and he amaſſed a fortune, as his countrymen calculate, of ſeven crorers of rupees, or near nine millions ſterling. Such were the profits at *the Durbár*; which the reader will be farther enabled to gueſs at from the following relation of the practices which have been introduced and followed there, more or leſs, ever ſince.

Among the arrangements which took place upon Lord Clive's aſſuming *the Dewannee*, a ſon of this Juggut Seat, ſcarce eighteen years old, was appointed the Company's Shroff, and aſſociated with Mahomed Reza Khawn and Doolubram, the perſons mentioned in Mr. Sykes's letters already quoted, as officers on the part of the Company, for conducting the buſineſs of the province and the collection of the revenues. But notwithſtanding all his Lordſhip's *precautions in thoſe appointments* they did neither put a ſtop to the irregularities which had taken ſo deep root, nor prevent that ſudden acquiſition of fortune which his Lordſhip and the Secret Committee *had ſo very much at heart*.

* *Shroffing*, ſo called by the Engliſh in Bengal, is the examining, ſorting, and weighing the various kinds of rupees, to fix each to its diſtinct ſpecies, diſcard the refuſe, and ſettle the *batta* upon all, according to the price of the day, in order to eſtabliſh the value in ſtandard, or *ſicca rupees*.

When

When the term of the monthly payments agreed on becomes due, if the Zemindár has not his money ready in time, as is ſeldom the caſe, it has been cuſtomary for the officers of the collections, in all parts of the provinces under *the Nabôb*, to charge him with three and one eighth *per cent. per menſem* intereſt upon the ſum, for the time of his default in payment; excluſive of which, a deduction is likewiſe made from the ſum paid in, of from three to eight *per cent.* under the denomination of *ſhroffage* upon the *Cutcha Amdâny*. This *Cutcha Amdâny*, which literally means the *groſs import*, is the payment made by the Zemindár, conſiſting of the many various ſorts of rupees as they come up from the Pergúnnahs, before the Shroffs have *purified* them by their batta, to reduce them to the net ſum of ſtandard ſiccas, for which the Zemindár will have credit in the books of *the Nabôb*'s Cutcherry. Beſides theſe allowances in the Bahár province, when the Zemindár has not been able to pay up in time his ſtated payment, the Engliſh Governor's Dewân has been known, in imitation of the old Juggut Seat, to take upon himſelf the amount of the payment due from the Zemindár, giving a receipt to *the Nabôb*, called a *Paāt*, for the amount, as paid into the Engliſh treaſury there; and on this account the Engliſh Dewân receives from Zemindár an allowance, called *Paatwa n*, of ten *per cent.* upon the ſum, for the uſe of his credit. In the mean time, if the Dewân is called upon for the money, his influence enables him eaſily to raiſe it among the Shroffs, to anſwer any preſſing demand of the Company. Excluſive of this, it has been alſo cuſtomary in the ſame province to deduct five *per cent.* from the Zemindár's payments, under the head of *Ruſſum*, *Duſtore*, or *cuſtom*, as a perquiſite for the under Sircárs.

In caſes of ravage, from the incurſions of an enemy, devaſtations from the floods occaſioned by the periodical rains, ſcarcity from the extraordinary drought of the ſeaſon, or of any other public calamity, a proportionate deduction is made from the ſtipulated rents: and this alſo affords a ſpacious field for the exerciſe of Aſiatic ingenuity in bribery and intrigue, from the Nabôb down to the Ryot.

People are alſo frequently ſent by the Engliſh, or *Government-mutſeddees* into the Pergúnnahs, under ſeveral different denominations; ſuch as *Aumeens*, *Aumils*, &c. to examine accounts, meaſure land, value the crop, or to haſten and forward the collections; who always receive very conſiderable allowances from the Zemindárs, the amount of which is again levied upon the Ryots, or poor tenants in the diſtricts they are ſent to, beſides large ſums which they moſt commonly receive for concealing their diſcoveries. Here it muſt be remarked, that the abovementioned allowances charged upon the monthly payments made by

the Zemindár, for the deficiency of which he muſt ſtill fill up the ſum of his ſtipulated payment, form the charge of a compound, or aggregate ſum, much greater than the ſame would amount to if charged at once in a fixed ſum per annum.

It is likewiſe the cuſtom of the country, for *the government* to collect a fourth part, called *the Chout*, upon the amount of moſt judicial deciſions in cauſes of *meum* and *tuum* between individuals at the Cutcherries, but particularly on the amount of bond debts; and this alſo is, in the preſent anarchical ſtate of the country, a copious field for the Banyáns and other officers, in which they practiſe every ſpecies of roguery and intrigue.

But one of the greateſt advantages, made by the principal officers of the revenue, has been the lending out their money, and not unfrequently the Company's, as their own, upon Tagabey, as already explained, at the rate of 35 and 40 per cent. *per annum*, for which they can ſecurely repay themſelves from the firſt monies coming in on account of the rents. We do not pretend to aſſert, that any of our Engliſh collectors have ſhared in this varietv of perquiſites, though that point might have been worthy of the inquiry of the late intended Superviſors; yet we cannot exculpate them, on the charge of employing *the Naboób*, and through him *the Zemindárs*, to take off the cotton of their very extraordinary monopoly of that commodity (treated of in our 14th chapter) as in fact this was neither more nor leſs than charging the revenues with the profits on the cotton, for the benefit of the owners, and to the ruin of the country and manufactures.

In ſhort, ſo great, and ſo notorious have been the advantages to be gathered up *at the Durbár*, that even the Banyáns of junior Engliſh ſervants under the Reſident, have thought it worth their while to pay twenty-five *per cent. per annum* for money to ſatisfy the calls of their maſters, rather than loſe their poſts, while they have lent the money ſo raiſed, to their maſters at the cuſtomary intereſt of ten *per cent. per ann.* and ſo great have been the irregularities in the buſineſs of the collections, that it has been a cuſtomary practice for the Zemindárs to pay twenty-five per cent. on the groſs amount of their taxed rents, to particular perſons of influence, for the loan of their names to protect them from exactions, or trouble *at the Durbár*, inſtances of which are within our knowledge. The writer of theſe ſheets has even known a black collector, employed by the Engliſh in the Bahár province, of his own authority levy a rax of eight annas (or about fifteen pence) on every village in his province to indemnify himſelf for a ring which he had loſt in the Cutcherry; which though a ſmall tax on each village, yet when collected

collected upon all the villages in the province would amount to a very conſiderable ſum.

In this ſituation of affairs, it muſt be obvious to the intelligent reader, that to the old abuſes many new ones have been added, from the introduction of a new ſet of harpies upon the preſent change of government; as no prudent meaſures have been yet effectually adopted for the prevention of ſuch abuſes in the minutiæ of buſineſs. And it muſt be equally obvious, that the encouragement ſo neceſſary for agriculture in Bengal is at preſent leſs than ever it has been; for the merchants and other men of property among the natives, for want of due ſecurity under this double government, dare not lend money upon *Tagábey*, as before, to the cultivators of the ſoil; nor dare the latter receive it from any others than the Engliſh collectors and Banyáns, which when they do, it is reluctantly; notwithſtanding it is highly worthy of the attention of the Governours of the country to encourage the univerſal lending of *Tagábey*, as the beſt and perhaps only method practicable for reducing the exorbitant intereſt upon the poor huſbandman.

It muſt be likewiſe obvious, that while ſuch is the wretched ſtate of the government in Bengal, the real amount of the revenues of thoſe provinces can never be preciſely traced through ſuch an intricate labyrinth of fraud and deceit: nor will it ever be effected till a complete meaſurement be made of every diſtrict, and a juſt account taken of the land held by every Ryot. And whenever that is done, the lands paying no rents, held under the denominations of jagueers and charity-lands, will cut a moſt conſpicuous figure. Of this the reader may form ſome notion, when he is informed, that during the Chiefſhip of Mr. John Johnſtone in the province of Burdwân alone, after an odious ſcrutiny, which employed near ſeventy perſons and laſted near eight months, that gentleman diſcovered 568,736 begas, making nearly a fifth part of the lands of the whole province, to have been alienated from the revenue, and poſſeſſed chiefly, upon fraudulent grants, by *prieſts*, *ſuperintendents* of the revenue and favourites; under the various titles of *Bazy Zemeen*, or charity-lands.

Under theſe circumſtances, it may with the greateſt truth be aſſerted, that the ſum received by the Company's collectors at Murſhedabâd, after making all due allowances, has ever fallen greatly ſhort of the amount actually paid by the Ryots, or original cultivators of the country. This, whether we conſider the Company as the ſovereigns and proprietors of the revenue, as they ſtile themſelves, or as truſtees for the public, is a matter worthy of the regard of ſtock-holders, and of the minuteſt attention of this nation. But the embezzlement of the revenues of Bengal

never will be effectually prevented, till capital puniſhments are inflicted upon embezzlers, whomſoever they may be. The blacks, by proper puniſhments being inflicted on two or three perſons legally convicted of ſuch embezzlements, would ſoon be awed into an honeſt practice: for the preſent diſhoneſty of the timid natives in thoſe matters is perhaps more owing to the frequency of bad examples in their ſuperiors, and to the total impunity of ſuch crimes in Bengal, than to the villany of even thoſe natives who have been moſt corrupted in European ſettlements. Such puniſhments however as would prevent it, at leaſt in ſome degree, the Company are not, and perhaps cannot be legally impowered to inflict.

The Company have of late adopted a plan which the writer recommended to them, among other improvements in the year 1767, of ſtationing their covenanted ſervants to the ſuperintendency of the collections at every principal Zemindâry, and appointing a board of revenue at Murſhedabâd. Although the original ſprings of the former flouriſhing revenues in Bengal have been, of late years, ſo choaked up or deſtroyed as not eaſily to be reſtored; nevertheleſs by this new regulation, which it is ſtrange was ſo long neglected, the Company will doubtleſs make a very conſiderable ſaving in the revenues, ſo far as reſpects the prevention of frauds and alienations; though much will be ſtill wanting for putting the buſineſs of the collections upon a proper footing, and particularly for preventing the young Engliſh collector from alſo becoming the only merchant and ſupreme judge in the diſtrict under his ſuperintendency, which the influence he acquires from ſuch a ſtation puts ſo eaſily in his power. It was a miſtaken notion among the Directors, that the influence of a young ſervant, ſtationed in the interior country, would be inconſiderable, and therefore leſs pernicious than that of a Counſellor; for wherever an European is eſtabliſhed in a public character, by the authority of the Company, whether a Writer or a Counſellor, he is equally ſtiled by the natives the *Burra Sáhĕb*, the Great Lord, or Governor. And the ſuperior claſſes among them, even the country Râjahs and Zemindárs, have as yet but a ſtrange conception of the Engliſh government; for there have been inſtances of a Râjah's offering one of his daughters for the ſeraglio of an Engliſh collector, upon the adjuſtment of his *Bundobuſt*. Nothing at the ſame time can ſhew in a ſtronger light the great influence of the Engliſh, and the abject ſtate of dependence to which the natives are at preſent reduced, than an inſtance of this nature, ſo directly contrary to every tie that is held ſacred by Gentoos.

The

The oppreſſions and monopolies in trade which have been introduced of late years, but particularly within the laſt ſeven (as treated of in our XIIIth and XIVth chapters) have been the principal cauſes of ſuch a decreaſe in the real revenues of Bengal, as very ſhortly will be moſt ſeverely felt by the Company. For the Ryots, who are generally both land-holders and manufacturers, by the oppreſſions of gomáſtahs in harraſſing them for goods (as inſtanced in our XIVth chapter) are frequeutly rendered incapable of improving their lands, and even of paying their rents; for which, on the other hand, they are again chaſtiſed by the officers of the revenue, and not unfrequently have by thoſe harpies been neceſſitated to ſell their children in order to pay their rents, or otherwiſe obliged to fly the country*.

Another obſtacle to the improvement of the revenues in Bengal is the want, to both great and little land-holders, of a ſecure and permanent poſſeſſion of the lands; while the chawbuck and the caprice of a Governor are, in fact, almoſt the only laws for the deciſion of right. Thus ſituated, the renter, ſo far from venturing any part of his own real property in improving of farms which he is liable to be diſpoſſeſſed of at any time for the benefit of others, does, on the contrary, entirely employ himſelf in making the moſt of all temporary advantages while he holds the lands, and cares not in what ſituation he leaves them to a ſucceſſor.

Intermediate renters, or dealers, are every where, and in all things, thoſe who make the greateſt profits: and the permitting of ſo many ranks of ſuperintendents and renters ſeems to have been a material error in the Hindoſtân policy; becauſe, for the welfare of a ſtate, the growers and conſumers of proviſions cannot poſſibly approach too near together.

* Bengal affords a fatal example of the conſequences of a country's being once depopulated from oppreſſion, or violence done to the inhabitants; for a tract of 240 miles of ſea-coaſt in the centre of the Company's poſſeſſions, from the iſland of Sundeep to the iſland Sagor, which was abandoned by the inhabitants, on account of the ravages committed by the Mugg pirates about 145 years ago (and which have been repeated in a leſs degree in later times) remains to this day a deſert, overgrown with wood, has become very unhealthy, and is now known only to its preſent inhabitants, the tigers and other wild beaſts. Thoſe banditti, under the King of Arracan, who by their means had at that time got poſſeſſion of Chittigong and the iſland of Sundeep, uſed to deſcend upon the Bengal iſlands in large fleets of armed boats, and make incurſions for an hundred miles up the numerous rivers and creeks, which afforded them ſhelter; plundering and burning the villages, and making ſlaves of the inhabitants. This large tract, which is extremely fertile, and was alſo formerly as remarkably populous, is moſt conveniently ſituated for trade and navigation, as may be ſeen upon inſpection of our map: nevertheleſs this important field for improvement, which now only in ſome places produces a little ſalt at the riſk of the maker's lives, has hitherto lain totally neglected by the Company, whoſe ſyſtem, as of late conducted, has been by no means calculated to promote the general welfare of the country, or to grant, like good *Sovereigns*, their effectual protection to the inhabitants.

It remains to be ſeen, from the experience of future years, what ſalutary regulations the wiſdom of Courts of Directors will enforce for the management of this branch, and the general improvement of the Bengal dominions: a concern of the utmoſt importance to the nation; and which, if properly attended to, we will venture to aſſert, the revenues of Bengal, as found by Lord Clive and Mr. Sykes in the year 1765, amounting, as by ſtatement before given, to 3,630,676l. might eaſily, and without oppreſſion to the inhabitants, have been improved by this time to *ſix millions ſterling*; while, by an improper management, they have yearly fallen ſhort of that very ſtatement, and will moſt probably daily continue to grow worſe, till an effectual ſyſtem of reformation be eſtabliſhed.

CHAP. XIII.

On the late MONOPOLY of SALT, BEETLE-NUT and TOBACCO.

WE come now to conſider a monopoly the moſt cruel in its nature, and moſt deſtructive, in its conſequences, to the Company's affairs in Bengal, of all that have of late been eſtabliſhed there. Perhaps it ſtands unparralelled in the hiſtory of any government that ever exiſted on earth, conſidered as a public act; and we ſhall be not leſs aſtoniſhed when we conſider the men who promoted it, and the reaſons given by them for the eſtabliſhment of ſuch excluſive dealings in what may there be conſidered as neceſſaries of life.

When the Right Honourable Robert Lord Clive propoſed returning to Bengal, as Governor of the Eaſt India Company's ſettlements, he wrote a * letter to the Court of Directors, containing ſuch ſentiments as were beſt calculated to obtain their concurrence with the Proprietors in his appointment and future views. Among other things, he gave them his opinion, "that it was the encroachments made upon the "*Nabôb's preſcriptive rights*, by the Governor and Council, and the "reſt of the ſervants in Bengal trading in the articles of ſalt, beetle-nut "and tobacco, which had greatly contributed to haſten and bring on "the troubles with the Nabôb Coſſim Ally Khawn. That, therefore, as "the trading in ſalt, beetle-nut and tobacco had been one cauſe of the

* See the Letter at large in the *Appendix*, N° XLI. page 146, dated Berkeley Square, the 27th April 1764.

" diſputes which then had ſubſiſted, his Lordſhip hoped thoſe articles " would be reſtored to the Nabôb, and the Company's ſervants abſo- " lutely forbid to trade in them, This would be ſtriking at the root of " the evil, tend to reſtore that œconomy which was ſo neceſſary in " the ſervice of the Company, and ſerve to prevent the ſudden acqui- " ſition of fortunes that had of late taken place, and which, if not " put a ſtop to, the Company's affairs muſt greatly ſuffer. And his " Lordſhip promiſed, as a means to alleviate in ſome meaſure the diſ- " ſatisfaction that ſuch reſtrictions upon the commercial advantages of " the Company's ſervants might occaſion in them, *that he would not* " *engage in any kind of trade himſelf*, but leave all commercial advan- " tages (the Governor's portion of which uſed to be always very con- " ſiderable) to the ſervants, to be divided amongſt themſelves."

His Lordſhip's repreſentations to the Directors, and his profeſſions of diſintereſtedneſs produced the deſired effect. He was nominated to the government of Bengal; and a Select Committee, conſiſting of his Lordſhip, Mr. William Brightwell Sumner, Brigadier General Carnac, alſo Meſſieurs Harry Verelſt and Francis Sykes, was appointed, with full powers to purſue whatever means they ſhould judge moſt proper, to attain the deſirable ends of reſtoring and eſtabliſhing peace and tranquillity in Bengal. And the orders which the Court of Directors were pleaſed to give upon the ſubject of this trade, in the letter to their Preſidency at Bengal, which apppointed the ſaid Committee, dated the 1ſt June 1764, were the following.

" You are hereby ordered and directed, as ſoon after the receipt of " this as may be convenient, to *conſult the Nabôb*, as to the manner of " carrying on the inland trade in ſalt, beetle-nut and tobacco, and the " other articles produced and conſumed in the country, which may be " moſt to his ſatisfaction and advantage, the intereſt of the Company, " and likewiſe of the Company's ſervants.

" You are, therefore, to form a proper and equitable plan for carrying " on the ſaid trade, and tranſmit the ſame to us, accompanied by ſuch ex- " planations, obſervations and remarks as may enable us to give our " ſentiments and directions thereupon in a full and explicit manner.

" In doing this, as before obſerved, you are to have *a particular re-* " *gard to the intereſt and entire ſatisfaction of the Nabôb*, both with re- " ſpect to *his revenues* and a proper ſupport of *his government*; in " ſhort, this plan muſt be ſettled with *his* FREE *will and conſent*, and " in ſuch a manner as not to afford any juſt grounds of complaint."

The

The great advantage to be made in Bengal from a monopoly of theſe three articles of ſalt, beetle-nut and tobacco, was among the firſt which the manœuvre of the *Dewannee*, taken notice of in our IVth and VIth chapters, preſented to his Lordſhip and his aſſociate-reformers, and which they did not fail to avail themſelves of. The Committee, therefore, ſoon loſt ſight of the orders and intentions of the Court of Directors, and, in contradiction to his Lordſhip's moſt ſolemn declarations, an univerſal public monopoly of thoſe three articles was determined on: the profits of which were to be divided among themſelves, and ſuch others of the Company's ſervants as they thought proper. *All* the ſervants, down to a certain rank, were put upon the liſt without aſking their concurrence, or acquainting them with the particulars of the plan, This, conſidering the monopoly even as a juſt eſtabliſhment, was a manifeſt injury to ſeveral of the junior ſervants, who, from their own knowledge and induſtry, gained, in a fair way of trade, conſiderably more than the ſhare allotted them by this ſyſtem produced. Many wholly diſapproved the plan, as far as they were acquainted with it; but it would have been dangerous to have publicly expreſſed their ſentiments. They were made to ſign a long indenture, authorizing the Committee of Trade to conduct the buſineſs, though they did not know the particulars of the plan. The perſon who had ſhewn any backwardneſs, would not only have been deprived of his private trade, but probably too have been diſmiſſed the ſervice. The proceedings on this occaſion of the Select Committee will beſt ſhew the mode which was adopted to carry this plan into execution: they were *verbatim* as follows.

"At a Select Committee, held at Fort William, the 10th Auguſt 1765.

"PRESENT

"William Brightwell Sumner, Eſq; Preſident, and
"Harry Verelſt, Eſq;

"In conformity to the Honourable Company's orders, contained in "their letter of the 1ſt June 1764, the Committee now proceed to take "under their conſideration the ſubject of the inland trade in the articles "of ſalt, beetle-nut and tobacco, the ſame having frequently been diſ"courſed of at former meetings, and Mr. Sumner having lately col"lected the opinions of the abſent members at large on every circum"ſtance, it is now agreed and reſolved, That the following plan for "conducting this trade ſhall be carried into execution, the Committee

" eſteeming the ſame *the moſt correſpondent to the Company's orders and* " *conducive to the ends which they have in view*, when they require that " the trade ſhall be put upon ſuch a footing as may appear moſt equit- " able for the benefit of their ſervants, leaſt liable to produce diſputes " with *the country government*, and wherein their own intereſts and *that* " *of the Nabôb* ſhall at the ſame time be properly attended to and " conſidered.

" Firſt, That the whole trade ſhall be carried on by an excluſive " company formed for that purpoſe, and conſiſting of all thoſe who " may be deemed juſtly intitled to a ſhare. That a proper fund ſhall " be raiſed by a loan at intereſt for the ſupply and ſupport of the ſame, " and that it ſhall commence in the month of September enſuing, or " as ſoon after as may be found moſt convenient.

" 2dly, That the ſalt, beetle-nut and tobacco produced in or *im-* " *ported into* Bengal ſhall be purchaſed by this eſtabliſhed company, and " public advertiſements ſhall be iſſued, ſtrictly prohibiting all other " perſons whatſoever, who are dependent on our government, to deal " in thoſe articles.

" 3dly, That application ſhall be made to *the Nabôb to iſſue the like* " *prohibition to all his officers and ſubjects* of the diſtricts where any " quantity of either of thoſe articles is manufactured or produced.

" 4thly, That the ſalt ſhall be purchaſed by contract, on the moſt " reaſonable terms, giving the preference to the factories of Dacca, " Chittigong, Burdwân and Midnipore, for the produce of their re- " ſpective diſtricts, to the Fowzdár of Hoogly and the other Zemindárs " for the produce of Ingelee, Tumlook, Myſadell, &c. and to ſuch " perſons as may offer the moſt reaſonable propoſal for the quantity " produced in the Calcutta lands.

" 5thly, That the beetle-nut and tobacco ſhall, in like manner, be " purchaſed by contract, under ſuch terms and conditions as upon pro- " per enquiry ſhall appear to the managers to be moſt conformable to " the intereſt of the concerned.

" 6thly, That the contractors for the ſalt ſhall agree to deliver it at " certain fixed places, at a ſtipulated rate per one hundred maunds, " comprehending ſuch an advance upon their contracts with the Zemin- " dárs and * Molunguees, as may be eſteemed an equivalent to their " riſk, trouble and bad debts.

" 7thly, That as the advances will be made by the contractors to the " Zemindárs, &c. at certain periods of the ſeaſon, in the uſual man-

* The poor labouring people at the ſalt-pans.

" ner,

" ner, ſo ſhall the advance from the public company to the contractors " be made in proportion thereto.

" 8thly, That the ſalt, beetle-nut and tobacco, thus purchaſed by " the public company, ſhall be tranſported to a certain number of " places for ſale, to be there, and there only *diſpoſed of by their agents*; " and that the country merchants may then become purchaſers, and " again tranſport thoſe articles whither they think they have the greateſt " proſpect of profit. That by this means not only the *frequent oppreſ-* " *ſions the inhabitants of the country have ſuffered, by Europeans having* " *permiſſion to traverſe to every place for the ſale of thoſe commodities,* " will be put a ſtop to; but by thus reſerving to the natives and mer- " chants a competent ſhare of the profits both in the purchaſe and ſale, " we may hope for the good effect of removing *the general odium that* " *has prevailed from our ſeeking to deprive them of every part of that* " *trade.*

" 9thly, That as it is apprehended ſome difficulty will ariſe in ſe- " curing the produce of the Dacca and Chittigong diſtricts, by reaſon " of the property of the lands being ſcattered in a number of hands, " all dependent *on the government,* it is agreed, that application be " made *to the Nabób* for perwânahs on the ſeveral Zemindârs of thoſe " diſtricts, as well as thoſe of Hoogly, &c. ſtrictly ordering and re- " quiring them to contract for all the ſalt that can be made on *their* " *lands, with the Engliſh alone,* and forbidding the ſale to any other " perſon or perſons whatſoever.

" 10thly, That the Honourable Company ſhall either ſhare in this " trade as proprietors, or receive an annual duty upon it, as may ap- " pear to be moſt for their intereſt, when conſidered with their other " engagements and demands at this preſidency.

" 11thly, That the Nabôb ſhall in like manner be conſidered as may " be judged moſt proper, either as a proprietor, or by an annual nuz- " zerânah to be computed upon inſpecting a ſtatement of *his duties* on " ſalt in former years.

" 12thly, That the manner in which the Honourable Company and " the Nabôb ſhall be conſidered, being once determined, the remain- " der of this trade ſhall be divided amongſt the Company's ſervants " arranged under certain claſſes, and each claſs to ſhare a certain pro- " portion of the capital ſtock.

" 13thly, That a committee of trade ſhall be appointed to receive " the management of this plan and proſecute the ſame in all its " branches, and that they ſhall be immediately authoriſed to take mea- " ſures for raiſing the fund at intereſt, and to receive propoſals and

" ſettle

" ſettle the contracts; and further, that for their aſſiſtance in the work " a perſon ſhall be appointed in the quality of their ſecretary and ac- " comptant.

" The foregoing reſolutions the Select Committee judge will be found " a ſufficient ground-work for commencing this trade, to be improved " hereafter as circumſtances may occur and direct; and it is therefore " agreed, that they be delivered over to the committee of trade as ſoon " as they are appointed, with inſtructions to proceed in raiſing the " money and making the contracts.

" The points contained in the 10th, 11th and 12th regulations, as " their not being adjuſted need be no impediment to the proſecution " of the buſineſs, ſo the committee eſteem them of ſo much importance, " that the ſettlement of them ſhould be delayed until the abſent mem- " bers return to Calcutta, and they can be deliberated on at a full " committee. Agreed, therefore, that the committee of trade be alſo " adviſed of this reſolution, and that they ſhall be hereafter informed " of the diſtribution which may be ſettled, with any other regulations " which may occur relative thereto for their government.

" Mr. Sumner acquaints the Committee, that being appriſed of the " intention contained in the 3d and 9th regulations, he deſired Mr. " Sykes, when he lately went up to Murſhedabâd, to apply to the Na- " bôb for the neceſſary perwânahs for authoriſing and facilitating this " trade, and that he has accordingly received from that gentleman " perwânahs for this purpoſe, being one hundred and ſix in number *, " the ſame he now preſents to the Committee, together with ſeveral " papers of information which he has collected, regarding the produce " of the different diſtricts, and the conditions that ſalt can be contracted " for.

" Ordered, That they be delivered over to the committee of trade, " for their guidance.

" Taking now into conſideration the appointment of this committee " of trade, the Select Committee are of opinion, that it ſhould be com- " poſed of two members of their body and two gentlemen of the Council.

" Agreed therefore, that we *recommend* to the Council to appoint " two of their members to be joined with two of the Committee, to " conſtitute this board and receive charge of the plan; and at the ſame " time to appoint a proper perſon to the office of ſecretary and ac- " comptant."

* So eaſy is our Nabôb on ſuch occaſions, that we here ſee 106 grants or orders obtained on a ſingle application from one of the gentlemen of the committee, before the regulations were adjuſted.

Thus far being ſettled, publications were made in different languages, and poſted up in ſeveral parts of the town, of one of which the following is a true copy.

ADVERTISEMENT. "The Honourable the Court of Directors having thought proper to ſend out particular orders for *limiting* the inland trade, in the articles of ſalt, beetle-nut and tobacco, the ſame is now to be carried on, *in conformity to thoſe orders*, by a public ſociety of proprietors, to be formed for that purpoſe; and an excluſive right to the trade of thoſe articles will be veſted *in this ſociety, by an authority derived from the Company and from* THE NABOB; all manner of perſons dependent upon the Honourable Company's government are hereby ſtrictly prohibited from dealing in any reſpect, directly or indirectly, in the articles of ſalt, beetle-nut or tobacco, from the date hereof; that is to ſay, that they ſhall not enter into any new engagements, unleſs as contractors, either for the purchaſe or ſale of thoſe articles, with the ſociety of trade."

Shortly after, another Select Committee was held upon the ſubject of this monopoly, of whoſe proceedings the following is a copy, viz.

"At a SELECT COMMITTEE held at Fort William the 18th September, 1765.

"Preſent,

"The Right Honourable Lord Clive, Preſident.
"William Brightwell Sumner,
"John Carnac,
"Harry Verelſt, and
"Francis Sykes,
} Eſquires.

"Reſuming the conſideration of the plan for carrying on the inland trade, in order to determine with reſpect to the company and the claſſes of proprietors, the Committe are unanimouſly of opinion, that whatever ſurplus-monies the Company may find themſelves poſſeſſed of, after diſcharging their ſeveral demands at this preſidency, the ſame will be employed more to their benefit and advantage in ſupplying largely that valuable branch of their commerce, the China trade, and in aſſiſting the wants of their other ſettlements, and that it will be more for their intereſt to be conſidered *as ſuperiors of this trade, and receive a handſome duty upon it, than to be engaged as proprietors in the ſtock.*

"*ſtock.* Beſtowing therefore all due attention to the circumſtance of "the Company's being at the ſame time the head and maſters of our "ſervice, *and now come into the place of the country-government by his "Majeſty's royal grant of the dewannee*, it is agreed, that the inland-"trade of the above articles ſhall be ſubject to a duty to the Company, "after the following rates, which are calculated according to the beſt "judgment we can form of the value of the trade in general, and the "advantage which may be expected to accrue from it to the pro-"prietors.

"On ſalt, *thirty-five per cent.* valuing the hundred maunds at the "rate of *ninety Arcot rupees*, and in conſideration hereof the preſent "*callâry*-duty to be aboliſhed.

"On beetle-nut, *ten per cent.* on the prime coſt.

"On tobacco, *twenty-five per cent.* on ditto.

"By this calculation we hope may be produced a clear revenue to "the Company of at leaſt one hundred thouſand pounds ſterling *per "annum*; and ſhould it appear, upon further experience of the trade, "that the profits will admit of an increaſe in theſe rates of duties, we "hereby reſolve, that a fair and impartial repreſentation of the ſame "ſhall be made to our Honourable Maſters, in order to receive their "directions; as it is our fixed determination to render them all poſ-"ſible ſatisfaction in this point.

"With reſpect to the proprietors it is agreed and reſolved, that they "ſhall be arranged into three claſſes; that each claſs ſhall be entitled "to ſo many ſhares in the ſtock, and that a certain capital ſtock ſhall "be agreed upon, in order to aſcertain the value of each ſhare.

"According to this ſcheme it is agreed, that claſs the firſt ſhall con-"ſiſt of the governor, five ſhares; the ſecond, three ſhares; the ge-"neral, three ſhares; ten gentlemen of the council, each two ſhares, "twenty ſhares; two colonels, each two ſhares, four ſhares; in all "thirty-five ſhares for the firſt claſs.

"That claſs ſecond ſhall conſiſt of one chaplain, fourteen junior "merchants, and three lieutenant-colonels, in all eighteen perſons, "who ſhall each be entitled to one third of a counſellor's proportion, "or two thirds of a ſhare, which makes in all twelve ſhares for the ſe-"cond claſs; we mean always to include in this number ſuch junior "merchants as the Company have thought proper to fix in their ſer-"vice, who, as well as the factors in the next claſs that may be re-"ſtrained from riſing as covenanted ſervants, ſhall however be entitled "to their full ſhare of the advantages of this trade.

"That

"That claſs third ſhall conſiſt of thirteen factors, four majors, four "firſt ſurgeons at the preſidency, two firſt ſurgeons at the army, one "ſecretary to the council, one ſub-accomptant, one Perſian tranſlator, "and one ſub-export warehouſe-keeper; in all twenty-ſeven perſons, "who ſhall each be entitled to one ſixth of a counſellor's proportion, or "one third of one ſhare, and which makes in all eight * ſhares for the "third claſs.

"It is neceſſary however to be obſerved, that by this arrangement "it is intended, and it is hereby accordingly ordered, that twelve "ſhares in this trade ſhall be allotted to eighteen perſons, compoſed of "the firſt ſenior and junior merchants, lieutenant-colonels, and chaplain "or chaplains; all exceeding that number in theſe ranks muſt ſtand "excluded until they can be included in it: and chaplains, be they "more or leſs, to be reckoned only as one ſenior or junior merchant. "That eight ſhares in this trade ſhall in like manner always be allotted "to twenty-four perſons compoſed of the ſenior factors, majors, ſur-"geons, and the three officers above ſpecified; all exceeding that "number of thoſe ranks are not to ſhare till they can be included "in it.

"The Committee have thus ſettled the arrangement of the claſſes and "the ſhares in the ſtock, but they leave to the committee of trade "to aſcertain the amount of the capital, as they muſt be the moſt com-"plete judges of what fund will be required.

"That the trade may meet with no interruption, and for the better "regulating the ſame, the committee of trade may from time to time "form bye-laws, which having been communicated to, approved and "ſigned by the body of proprietors, they (the committee) ſhall be im-"powered to enforce and carry into execution.

"That the books of the ſociety ſhall be opened the firſt of every Sep-"tember, and cloſed the 31ſt of the following Auguſt. That for the "preſent year all perſons who ſhall from this time be deemed propric-"tors, and whoſe names ſhall be enrolled by the committee of trade, "agreeable to this ſcheme of diſtribution, ſhall be entitled to their pro-"portion of profits ariſing on the trade during the courſe of the year, "whether abſence or death ſhould enſue; and ſo in all future years, "after the names of the perſons who compoſe the claſſes ſhall have been "regularly enrolled.

* Here the Committee's calculation was erroneous. It was afterwards altered, and this claſs was made to conſiſt of twenty-eight perſons, at one third of a ſhare each, making in all nine ſhares an one third.

"Reſolved

" Reſolved, That no perſon ſhall ſhare in a double capacity, and " receive a benefit at the ſame time from his rank in the ſervice, and " alſo from ſuch employment as he may happen to enjoy.

" Ordered, That a copy of theſe proceedings be prepared and laid " before the Council, that they may tranſmit the ſame, with their di- " rections, to the committee of trade."

The reader will doubtleſs remark, that among the *plauſible* reaſons alledged for the eſtabliſhment of this monopoly, it was ſaid to be intended as a means to prevent the oppreſſion of the inhabitants of the country; to remove the general odium which had prevailed of the Engliſh ſeeking to deprive them of every part of their trade, and to render all poſſible ſatisfaction to the Court of Directors.

Extraordinary as were thoſe effects pretended to be *expected* from ſuch extraordinary meaſures, we ſhall not be leſs aſtoniſhed at the private reaſons which were aſſigned for this eſtabliſhment by Lord Clive, in his ſeparate letter upon the ſubject to the Court of Directors. They are as follow.

Par. 16. " The neceſſity of rewarding the ſuperior ſervants, both civil " and military, is obvious, ſince the large inveſtment required by the " Company makes it impoſſible for individuals who perform their duty " to acquire any thing conſiderable by private trade. The means of re- " gulating this reward have frequently employed my attention, and after " the moſt mature deliberation I have found none ſo convenient, proper, " or equitable as the trade in ſalt. *If you grant a commiſſion upon* " *the revenues the ſum will not only be large but known to the world.* " The allowance being publicly aſcertained, every man's proportion " will at all times be the occaſion of much diſcourſe, envy and jealouſy. " The Great will interfere in your appointments, and noblemen will " perpetually ſolicit you to provide for the younger branches of their " families. *A commiſſion upon your inveſtment, whether upon the* " proviſion in Bengal, or the ſales in Europe, is liable to the ſame ob- " jections. But if you allow your ſervants the liberty of benefiting them- " ſelves by the trade in ſalt, the followiug conveniencies will reſult.

Par. 17. 1mo. " An advance of four hundred thouſand or five hundred " thouſand pounds is required for carrying on the trade. If it be carried " on by your ſervants, the advance and the riſk will be theirs: if it be " carried on by you, the money muſt be advanced out of the treaſury, at " your riſk, and you will conſequently have the leſs *ſpecie to ſend home.*

Par. 18. do. " It is very eaſy to proportion it in ſuch a manner that " your ſervants ſhall not gain to a larger amount than they are in juſtice " and equity entitled to.

Par.

Par. 19. 3to. " By the bringing it to Calcutta and Dacca, and by the " loſs of boats, by the failure of contractors and many other accidents, " the profits muſt always be precarious and uncertain, and conſequently " unknown, except to the few who may take the trouble to inveſtigate " the matter.

Par. 20. 4to. " It will be looked upon as a profit ariſing from trade, " and not from the *pockets of the Company, which might be urged, if re-* " *wards were given out of the revenues.* But here *you can aſſert*, that " this indulgence, the only equitable one you have to grant, is in conſi- " deration of the large inveſtments ordered, which, if complied with, " muſt ſwallow up the trade of individuals; and indeed if this indul- " gence be properly proportioned, all thoſe ſervants, who by their age " and ſtanding are entitled to emoluments, would have no reaſon to " complain, even were they altogether excluded from every article of " trade which can interfere with the Company's inveſtments.

Par. 22. " It is an erroneous opinion, that ſalt was formerly an open " trade, it ever was, *and ever muſt* be a monopoly. Some great favourite *, " or favourites always had the whole in their own hands, for which he " not only paid an annual Peſhcúſh, or acknowledgment in money to the " Sûbah, but likewiſe gave conſiderable preſents both in money and cu- " rioſities to him and to his miniſters. But the natives can have no juſt " cauſe of complaint, provided they be furniſhed with this article more " reaſonably than formerly, which *will certainly be the caſe*, if the plan " ſent home by The Cruttenden be adopted with a few amendments."

And in the † general letter from the Select Committee of Calcutta to the Court of Directors, dated the 30th September 1765, ſigned by the Right Honourable Lord Clive, William Brightwell Sumner, John Carnac, Harry Verelſt and Francis Sykes, Eſquires, after a more mature conſideration of this buſineſs, they give their ſentiments in the following words.

Par. 32. " By conſulting our proceedings of the 10th Auguſt and " 18th September 1765, you will be able to judge of the progreſs we " have made *in carrying your orders into execution* relative to the trade

* In the time of the Nabôb *Allaverdy Khawn*, his favourite, *Cogee Wazeed*, was irregularly allowed to farm the trade in ſalt: but that merchant ſold his ſalt then at *five hundred per cent.* cheaper than it was ſold after the eſtabliſhment by this Committee of the monopoly now under conſideration. In many parts of Bengal, *Cogee Wazeed* uſed to ſell his ſalt for *forty*, *fifty*, or *ſixty* Rupees *per hundred Maunds*; and at Patna before this monopoly took place, at one time, the market price of it was ſo low as *one hundred and fifty* rupees *per hundred Maunds*. After this monopoly was eſtabliſhed, it was ſold in many parts of Bengal for upwards of *three hundred rupees per hundred Maunds*, and in ſome parts of the Patna province it was raiſed to upwards of *eight hundred and fifty rupees per hundred Maunds*.

† See AUTHENTIC PAPERS, page 97.

" in

" in ſalt, beetle-nut and tobacco. This ſubject we conſidered with all " the attention poſſible, and regard to your intereſt and the good of " the ſervice. *We found, that to remove the inconveniences of a free " trade*, prevent the oppreſſions daily committed, ſave this valuable " article of commerce from ruin, and diffuſe the benefits reſulting, in- " diſcriminately, among all your ſervants intitled to duſtucks, *it was ne- " ceſſary to veſt the whole in an excluſive Company.*"

The Select Committee having formed thoſe regulations for the carrying on of this trade, Mr. Sumner, Mr. Verelſt and two other gentlemen of Council were accordingly conſtituted a *Committee of trade*, for receiving charge of the plan and managing it, on behalf of the body of proprietors; with authority to correſpond with the ſubordinate factories, and to purſue all ſuch meaſures as might, conformably thereto, appear to them eligible and proper. And the neceſſary advices and orders were accordingly given to the ſubordinates, and publications of prohibition were iſſued throughout the provinces.

The capital ſtock appointed by the Select Committee to be raiſed for carrying on this trade, originally was current rupees 2,422,333 — 5 — 4, or, at 26 pence per current rupee, 262,420 l. ſterling; which was divided into 56¼ ſhares of 43,000 current rupees each ſhare, and the profits which might ariſe were appointed to be proportionably diſtributed as follows.

	Perſons.	Shares each.	Total Shares.	Capital Stock.
To the Right Hon. L. Clive	1	5	5	215,000
William Brightwell Sumner, Eſquire,	1	3	3	129,000
General Carnac	1	3	3	129,000
To ten Counſellors and two Colonels	12	2	24	1,032,000
				1,505,000 0 0
To Chaplain, ſenior and junior Merchants, and Lieutenant Colonels	18	⅔	12	516,000 0 0
To Factors, Majors, and Surgeons	28	¼	9¼	401,333 5 4
	Perſons 61		56¼	Current rup. 2,422,333 5 4

The farce of uſing *the Nabób*'s name was thought convenient to be played, as is uſual in all dark acts of this double government. The reader

reader will have perceived, as well in the proceedings of the Committee as in the foregoing Engliſh advertiſement, that *this Nabôb*, if he muſt be ſo called, is introduced as joining with the Committee, and conſenting to the ruin of *his ſubjects*, the poor people of the country, who could not, for that reaſon, pretend to, or entertain even a hope of redreſs.

This Nabôb, therefore, was actually made to iſſue orders to all the Zemindárs, or hereditary land-holders of the country, to attend at Calcutta, and enter into bond, to trade with the Committee only. An order of the Committee *, to the ſame purpoſe, went forth at the ſame time: and the Zemindárs were forced to repair to Calcutta, and enter into bonds accordingly, of which orders and bonds the following are copies.

TRANSLATION, from the Perſian, of the Nabôb's order to one of the Zemindárs of the country, dated the of Saffer, or the Auguſt 1765.

"To the gomáſtah of Luckynarain, Chowdry of the Pergúnnah of "Jollamootah. BE IT UDDERSTOOD, that a *requeſt has been made by "the Governor and the gentlemen of the Committee and Council*, to this "purport, "that until the contracts for ſalt of the ſaid gentlemen are "ſettled, no ſalt ſhall be made, or got ready in any diſtrict; that a "gomáſtah be ſent to attend on the ſaid gentlemen, and having given a "bond, he may then proceed to his buſineſs, and make ſalt; but *till the* "bond be given to the Governor and the gentlemen of the Committee "and Council, they ſhould make *none*." THEREFORE, this order is "written, that you ſend, without delay, your gomáſtah to the ſaid "gentlemen in Calcutta, and give your bond, and ſettle your buſineſs; and then proceed to the making of ſalt. In caſe of any delay, it will not be for your good. Regard this as a ſtrict order."

TRANSLATION, from the Perſian, of an order to one of the Zemindárs, under the ſeal of the Committee.

The Seal of | The Engliſh Society of Merchants for buying and ſelling all the Salt, Beetle-nut and Tobacco in the Provinces of Bengal, Bahár and Oriſſa, &c. | the Committee.

* See Mr. VANSITTART's Letter to the PROPRIETORS of EAST INDIA STOCK, printed for *J. Newbery*, 1767, page 90.

"TRUSTY AND WELL BELOVED, Anundelal, we greet you well. "Whereas it has been reſolved, that whatever ſalt ſhall be procurable "in the ſalt works of the Subahſhip of Bengal, &c. the trade thereof "ſhall be referred to the Engliſh Sircár *, and ſhall not be meddled "with by others; to which purpoſe a Perwânah from his Excellency, "the Nabôb, has iſſued.

"Therefore this order is written, that the moment it reaches your "hands you are to ſend a Vakeel and a truſty Gomáſtah, that he may "come here and receive *the Nabôb's Perwânah*, and act in obedience "to the ſame, and ſettle the trade of your ſalt with the governor and "the gentlemen."

TRANSLATION of one of the Mutchulcahs, or obligatory bonds, taken from the Zemindárs.

"I Jadooram, Chowdry of the Pergúnnah of Deroodumna, in the "diſtrict of Ingellee, agreeably to an order which has iſſued from the "Nabôb to this purpoſe, "That I ſhould attend upon the Gentlemen of "the Committee and Council, in order to ſettle my trade in ſalt, and "that I ſhould not deal with any other perſon;" do accordingly oblige "myſelf, and give this writing, that, excepting the ſaid gentlemen "called *The Engliſh Society of Merchants for buying and ſelling all the "ſalt, bettle-nut and tobacco in the provinces of Bengal, Bahár and "Oriſſa*, &c. I will on no account trade with any other perſon for the "ſalt to be made in the year 1173 (Bengal ſtile); and without their "order I will not otherwiſe make away with, or diſpoſe of a ſingle grain "of ſalt; but whatever ſalt ſhall be made within the dependencies of "my Zemindâry, I will faithfully deliver it all, without delay, to the ſaid "ſociety, and I will receive the money according to the agreement "which I ſhall make in writing; and I will deliver the whole and entire "quantity of the ſalt produced, and, without the leave of the ſaid Com-"mittee, I will not carry to any other place, nor ſell to any other per-"ſon a ſingle meaſure of ſalt. If ſuch a thing ſhould be proved againſt "me, I will pay to the Sircár of the ſaid ſociety a penalty of *five rupees "for every maund*. IN WITNESS whereof I have written this, by way "of obligation. Dated the September 1765."

Orders of this kind were iſſued to all the Râjahs and Zemindárs of the Pergúnnahs where ſalt was to be had; by virtue of which the produce of the whole country was engroſſed by the Committee, who paid

* State, or government. Here it means the Company.

at

at the rate of 75 *rupees per* 100 *maunds*, for what was ſold in many places for upwards of 500 *rupees per* 100 *maunds*; which in effect was making a poor inhabitant pay at the rate of 6½ rupees for a quantity of ſalt which, in the common courſe of the trade, he would have bought for one rupee.

The extraordinary ſhares of the profits of this public monopoly to which the Select Committee-gentlemen helped themſelves, were not the only advantages they reaped from it. From the regulations which they, in their Select Committee, had previouſly agreed upon, they were firſt apprized of the ſudden effects which thoſe regulations could not fail of producing, in raiſing the price of ſalt all over the country.* They, therefore, availed themſelves of this fore-knowledge, and eſtabliſhed a private ſociety, among themſelves, for buying up as much as they could of the ready-made ſalt, which lay diſperſed in different parts. Mr. Verelſt, who conducted this ſeparate concern, and was one of their Committee, under the cloke uſually aſſumed on ſuch extraordinary occaſions, of its being *for the benefit of the Company's affairs*, was (at his own recommendation) appointed to a new and unprecedented employment, that of * Superviſor of the provinces of Burdwân and Midnipore, where great quantities of ſalt are produced. This gave Mr. Verelſt an opportunity of aſſociating himſelf with the junior ſervants under him at Burdwân, in a contract for delivering to the Committee all the ſalt produced in that province, which he accordingly did; as may be ſeen in the copy of an indenture executed with the Committee upon this occaſion, in our *Appendix*, N° XLII. page 151.

The concerned in the ſaid private ſociety, which was very extenſive in its operations, were the Right Honourable Lord Clive, William Brightwell Sumner, General John Carnac, Harry Verelſt and Francis Sykes, Eſquires, as will appear, on examining N° XLIII. of our *Appendix*, page 158, which is a copy of an original indenture of aſſignment, executed by his Lordſhip, upon ſelling out his own ſhares in the public and private ſocieties.

No means were neglected, by the gentlemen concerned in this private ſociety, to engroſs the whole of the ready-made ſalt in the country: and ſuch methods were ſometimes taken by their agents, or gomáſtahs, as obliged the owners to part with what ſalt they had on hand for whatever thoſe agents were pleaſed to offer. And though, as we have ſhewn in the XIVth chapter, the intereſt of the country and Company were alledged on other occaſions to be greatly injured by permitting

* See AUTHENTIC PAPERS concerning INDIA AFFAIRS, pages 89. 170. 187, &c.

European

European agents to reſide in the inland parts of the country, nevertheleſs, upon the preſent occaſion, thoſe pretended inconveniencies were overlooked; and, in conſequence of an application from the Committee of Trade to the Select Committee, ſeveral gentlemen were appointed and ſtationed at the following different places, as agents for the ſales of the Committee's ſalt, beetle-nut, and tobacco; viz.

Meſſieurs	Charles Bloomer,	at Dinagepore,
	Pitt Lethieulier,	Durbunga,
	Hugh Baillie,	Gualparah,
	Thomas Lewis,	Rungpore,
	William Benſley,	Carangola,
	John Robinſon,	Nabobgunge,
	James Hargrave,	Chilmary,
	John Corſar,	Silhett and Patna,
	William Semple,	Rajabarry,
	Abraham Leſlie,	beſides others,

who were ſent to Backergunge and Nabobgunge to build boats.

The gentlemen concerned in the private ſociety did not fail to avail themſelves of the ſervices of theſe agents of the public monopoly, for the diſpoſal of their private ſalt. In conſequences of an application for that purpoſe from the partners in the Committee of Trade below, to the partners in the Select Committee above, licence was eaſily obtained, as may be ſeen by the following ſhort proceedings upon the occaſion.

"*At a* SELECT COMMITTEE, held the 9th January 1766;

"Preſent, The Right Honourable Lord Clive, Preſident;
"William Brightwell Sumner, Eſq. and
"*Brigadier General Carnac.*

"Received a letter from the Committee of Trade, requeſting leave "for their agents to diſpoſe of the balances of ſalt belonging to *private* "*merchants*, now on hand, which they imagine will conduce to the "intereſt of the ſociety.

"Agreed, we acquaint the Committee of Trade, that we grant their "requeſt, *in conſideration they think it will be a public benefit.*"

The eſtimate of the profits ariſing upon the firſt year's trade of this public monopoly, which among other India papers was laid before the Honourable Houſe of Commons, in the year 1768, was greatly under-

 rated.

rated. The real net profits on the firſt year's ſtock which have been actually received by the concerned, down to the month of December 1770, excluſive of their ſhares of large out-ſtanding debts ſtill coming in, have been nearly as follow; viz.

	Perſons.	Shares each.	Total Shares.		Net profit of the firſt year's capital.
The Rt. Hon. Rob. L. Clive	1	5	5	£. ſterling	21,179 4 0
W. Brightw. Sumner, Eſq;	1	3	3		12,707 10 0
General Carnac	1	3	3		12,707 10 0
Ten Counſellors and two Colonels	12	2	24		101,660 4 0
Chaplain, ſenior and junior Merchants, and Lieutenant Colonels	18	⅓	12		50,830 2 0
Factors, Majors, & Doctors	28	⅛	9½		39,534 10 0
Perſons	61		56½	£. ſterling	238,619 0 0

The Court of Eaſt India Directors repeatedly, and in the ſtrongeſt terms, forbade this monopoly in ſalt, beetle-nut and tobacco; and particularly in their General Letter to Bengal per the Lord Camden, dated the 19th February 1766, wherein they poſitively directed their Governor and Council to make a formal renunciation, by ſome ſolemn act to be entered on their records, of all right to trade in thoſe articles; directing their ſaid Preſidency to tranſmit ſuch renunciation in form *to the Nabôb*, in the Perſian language, with adding theſe expreſs words: "*Whatever government may be eſtabliſhed, or whatever unforeſeen occurrences may ariſe, it is our reſolution to prohibit, and we do abſolutely forbid this trade in ſalt, beetle-nut, and tobacco.*"

In all their ſubſequent letters they continued to repeat this prohibition, giving as their ſentiments, that "ſuch innovations and illegal traffic had laid the foundation of all the bloodſhed, maſſacres and confuſion which had happened in Bengal."

Upon receipt of theſe repeated orders from England, the Right Honourable Preſident and the Gentlemen of the Select Committee took them again into their ſerious conſideration. However, they did not proceed to aboliſh the monopoly, but determined upon continuing it for another year; *wiſely* increaſing the duties to be received upon the trade by the Company to ſuch an amount as might either ſecure their conſent and approbation of the ſyſtem from the magnitude of the ſum, or their connivance at it, ſo far as to prevent retroſpects, from the difficulties

difficulties of refunding, and of being themſelves ſo deeply involved in the plan.

As the reaſons which were given for this continuation of the monopoly are no leſs curious than thoſe which were given for its original eſtabliſhment, and will beſt ſpeak for themſelves to the intelligent reader, we ſhall give them at large from the original proceedings.

"At a Select Committee, held the 3d September 1766.

"Preſent, The Right Honourable Lord Clive, Preſident;
"Brigadier General Carnac, and
"Harry Verelſt, Eſquire.

After mentioning, that the Court of Directors had recommended to his Lordſhip, to conſider of a plan for ſettling the ſalt trade, his Lordſhip proceeds in his minute as follows. "By all their letters "of laſt year, and by ſeveral of this, the Directors ſtill ſeemed inclined "to wait for our repreſentation, but by their letter of the 19th Fe- "bruary laſt, by the Lord Camden, they poſitively forbid their ſervants "to have any concern whatſoever in this trade. At that time indeed "they could not have had the leaſt idea of *the favourable change in the "affairs of theſe provinces, whereby the intereſt of the Naboób with regard "to ſalt is no longer immediately concerned.* When we firſt took this "important matter into conſideration, I joined in opinion with the reſt "of the Committee, *that if the trade could be put upon ſuch a footing, "that the Naboób ſhould receive more than had been received by any of his "predeceſſors, the Company be amply conſidered, the natives become pur- "chaſers upon terms full as reaſonable as in former times; the ſervants "might be indulged in the privilege, under ſuch certain rules and reſtric- "tions as would make the trade carry with it as little as poſſible the "odious form of a monopoly.* Theſe points having been ſettled, I con- "ſented to the plan laid down laſt year; my abſence from the Preſi- "dency, the multiplicity of affairs then in agitation, wherein the peace "and tranquillity of the provinces, the intereſt of the Company, and "the honour of the nation were more immediately concerned, pre- "vented my paying that attention I could have wiſhed to that impor- "tant object. *Although by the acquiſition of the Dewannee, the whole "of the duties belong to the Company,* and by the diligence and zeal of "the Members of the Committee of Trade, many uſeful reformations "had taken place, yet from my obſervations, when I was laſt up the "country, and from the heavy complaints *againſt Europeans for the*

"*monopoly*

" *monopoly of trade in general*, I find that the induſtrious native is ſtill " deprived of that ſhare to which he has an undoubted and more na- " tural right; nor is it yet upon that equitable footing which *juſtice* as " well as *humanity* would incline *this Committee* to eſtabliſh. A few " weeks more muſt bring us the final reſolution of the Court of Direc- " tors, in anſwer to our diſpatches by the Admiral Stevens, and if, " notwithſtanding the preſent ſituation of their affairs, they ſhould " think proper to repeat their orders per Lord Camden, it will be our " duty to obey them, and I am perſuaded they will be obeyed by this " Committee: but if, on the contrary, upon receipt of our repreſenta- " tions, they ſhould change their ſentiments, and approve of the regu- " lations we have already made, no time ſhould be loſt on our part in " eſtabliſhing the mode for carrying on the trade in future. *The con-* " *fidence which the Directors have been pleaſed particularly to expreſs in* " *my endeavours to ſettle, upon an equitable plan, that trade which has* " *been the ſource of ſo many evils*, cannot but promote my zeal for the " cauſe, and make me anxiouſly wiſh to ſee every regulation that you " may join with me in thinking neceſſary to take place.

" The Company's duties I beg leave to propoſe ſhould be *increaſed*; " the ſervants ſtill receive a reaſonable ſhare of emolument, and the " terms upon which the natives are finally to be concerned, advan- " tageouſly fixed.

" 1ſt. That all ſalt provided by the Society of Trade ſhall be ſold at " Calcutta, and at other places where it is made, and no where elſe.

" 2d. That the price of ſalt ſhall not exceed two rupees per maund, " or 200 for 100 maunds.

" 3d. That the ſalt ſhall be ſold to the natives only, who are to " tranſport it to every part of Bengal, Bahár and Oriſſa, and to have " the whole profits ariſing from the ſale thereof, and that no Company's " ſervant, free merchant, or European ſhall be concerned in that article " directly, nor indirectly.

" 4th. That the Calcutta and black merchants ſhall be limited to a " certain proportion of purchaſe, but that no *Banyáns, or ſervants* what- " ever belonging to any European, ſhall be included or have any con- " cern therein.

" 5th. That every endeavour be made uſe of to encourage the ſub- " ſtantial merchant either to come down in perſon to the place where " the ſalt is provided, or to ſend their agents, in order to purchaſe or " tranſport their ſalt to the different places of ſale.

" 6th.

" 6th. That a certain price be fixed for the ſale of every maund of " ſalt at every town, market, or village, where the ſalt is ſold, accord- " ing to the diſtance and former cuſtom.

" 7th. That if ſalt be ſold at any of the Bazárs or markets for *one* " *cowry* above the ſtipulated price, the vender ſhall not only forfeit all " the ſalt there found in his poſſeſſion, but be liable to a forfeit of " *one thouſand rupees for every hundred maunds of ſalt* ſo ſold; and the " money ſo forfeited ſhall go, one half to the informer and one half " to *the government.*

" 8th. *That the miniſters at Murſhedabâd and Patna have copies ſent* " *them of theſe new regulations, and that they be deſired to apply to the* " *Nabôb to make the ſame known throughout* the three provinces; and " that *every Fowzdár, &c. ſee that they be put in execution, upon pain* " *of being diſmiſſed from their employments.*

" 9th. This buſineſs being entirely commercial, I propoſe that in the " inſtrument of agreement for next year it ſhall be provided, that the " Society of Trade be anſwerable to the Board for their conduct; that " the Board may either make new regulations, or amend thoſe made " by the Society of Trade, as they ſee fit, and that, in caſe of neceſſity, " the Select Committee ſhall have power to controul the whole.

" 10th. That a duty of 50 per cent. be paid *to the Company* upon all " the ſalt provided on their own lands, and 50 per cent. *to the govern-* " *ment* upon all the ſalt provided upon the lands of the government, " and 15 per cent. upon beetle: *which duties will in fact be brought to* " *the Company's credit,* which, according to the preſent ſtate of the ſalt " trade will produce the Company from 12 to 13 lacks of rupees *per* " *annum.*

" The prohibition of a free inland trade, however diſagreeable to " individuals, muſt now take place, and be confined *to imports and* " *exports, and their immediate returns,* which returns ſhall be made " only to the preſidency, or to one or other of the eſtabliſhed factories. " *The Company are Sovereigns in India:* and they have declared, that " the trade carried on for theſe four years paſt is an uſurpation, not " only of *their prerogative,* but of the privileges of the natives, and " repugnant to the expreſs and repeated orders of the Court of Di- " rectors. The indulgence however in the trade of ſalt upon the footing " I hope it will now be eſtabliſhed, ſhould, in my opinion, obviate all " complaints; ſince it ſeems to be the moſt equitable MODUS between " the Company and their ſervants, and at the ſame time *a diſtribution* " *of natural right* to the people of the country. Conſidering that the

" late great advantages of unlimited trade are cut off, I cannot ima-
" gine the Court of Directors will deny their ſervants this ſhare of be-
" nefit, as a recompence for their care and aſſiſtance in the manage-
" ment of the important concerns of theſe provinces. On the other
" hand, I would have the ſervants look upon theſe emoluments as a
" gift from the hands of their employers, offered to them annually in
" reward of their fidelity; and which will certainly be with-held from
" them, *if ever their authority ſhould be reſiſted, and diſcontent and ra-*
" *pacity take place of gratitude and moderation.*"

" His Lordſhip's minute being read and maturely conſidered, the
" regulations therein ſpecified are *unanimouſly approved.*"

The capital ſtock for the ſecond year was divided into ſixty ſhares, and amounted to current rupees 2,400,000, or, at 26 pence per rupee, 260,000 pounds ſterling. And the profits which have actually accrued upon this ſecond year's capital, and been received by the proprietors upon their reſpective ſhares, down to the month of December 1770, excluſive of balances ſtill outſtanding, are as follow, viz.

On the Right Hon. Lord Clive's -	5 Shares -	L.	16,656	5 0
William Brightwell Sumner, Eſq; his	3 - - - - -		9,993	15 0
Brigadier General Carnac's - - -	3 - - - - -		9,993	15 0
The reſt of the ſervants - - - - -	49 - - - - -		163,231	5 0
	60	L.	199,875	0 0

The reader will doubtleſs have obſerved in the former part of this chapter, that an authority for eſtabliſhing this monopoly was pretended to have been received from *the Nabôb*, and that *his intereſt*, or that of *the country government* was to be properly attended to, particularly as expreſſed in the proceedings of the 10th Auguſt 1765, by conſidering *him* either as *a proprietor*, or by an annual *preſent*, to be computed upon inſpecting a ſtatement of *his duties* on ſalt in former years. Notwithſtanding which, in the 8th and 10th articles agreed to in the Select Committee of the 3d September 1766, we find *the Nabôb's officers*, throughout the three provinces, were to be diſmiſſed from their employments, in caſe they did not carry into execution the regulations *reſolved on by the Committee:* and we are told, that the duties eſtabliſhed upon this trade in the Nabôb's name would, in fact, be brought to the credit of the Company, as being *the Sovereigns in India.* Contradictions of this nature will be frequently obſerved in the courſe of theſe

ſheets, as well in the proceedings of the Directors, as in thoſe of their ſervants abroad, ſince the farce of their double government commenced; for *it* is a difficult thing conſiſtently to ſupport a falſity, or fiction, through a variety of circumſtances at different and diſtant periods of time.

Many and various were the oppreſſions exerciſed in the conducting of both the public and private monopolies, of which we are now treating: to enumerate them would be a diſagreeable and tedious, if not an endleſs taſk; nevertheleſs, in ſupport of the truth of this aſſertion, we will briefly mention a few circumſtances.

In the 6th and 7th articles of the regulations eſtabliſhed by the Select Committee, in their proceedings of the 3d September 1766, it is ordained, that the ſalt of the ſecond year's monopoly ſhould be ſold at certain prices, to be fixed at every town or village, and that if any of the perſons who were purchaſers of the Committee's ſalt, ſhould ſell any at thoſe markets for *one cowry* above the ſtipulated price, the vender ſhould not only forfeit *all the ſalt found in his poſſeſſion* there, but be liable to a forfeit of one thouſand rupees for every hundred maunds of ſalt ſo ſold; and the ſalt money ſo forfeited ſhould go, one half to the informer, and one half *to the government.*

In conſequence of this regulation, many merchants were fined in a very arbitrary manner, particularly ſome of the principal black merchants of Calcutta, as Sooberambyſack, Moddundutt and others, who had purchaſed of the Committee-ſalt to a very large amount, and were accuſed of having ſold at above the preſcribed price. The Select Committee, in the ſummary way adopted by themſelves, without any judicial form, or proceſs whatever, collected among theſe merchants to the amount of ſome thouſands of pounds *, which were ſaid to have been appropriated in as arbitrary a manner to the erecting of the Courthouſe, a public building in Calcutta.

Upon the *eſtabliſhment of the private copartnerſhip*, or ſociety, of the gentlemen of the Committee among themſelves, there was an Armenian merchant, named Parſeek Arratoon, who had about 20,000 maunds of ſalt lying in warehouſes, upon the borders of the Rungpore and Dinagepore provinces. The Armenian, ſenſible, as well as the gentlemen of the Committee, that the price of ſalt would riſe, ordered his gomáſtah to faſten up his warehouſes, and not to ſell. As the retailing of this ſalt in thoſe parts might hurt the partnerſhip's ſales, it was thought expedient at any rate, if poſſible, to get poſſeſſion of it. Upon

* One of them told the writer, that 40,000 rupees had been levied on this occaſion.

failure of the artifices which were practiſed to induce the gomáſtah to ſell it, the Armenian merchant's warehouſes were broke open, the ſalt forcibly taken out and weighed off, and a ſum of money, eſtimated to be the price of it, was forced upon the Armenian's gomáſtah, on his refuſing to receive it. Such are the facts ſworn to in the depoſitions of ſeveral witneſſes, upon an action, or bill of complaint filed in the Mayor's Court of Calcutta, the 15th September 1767, by Parſeek Arratoon, plaintiff, againſt the gomáſtahs, or agents of Meſſ. Vereſt and Sykes, for current rupees 60,432. And if the proceedings of the Mayor's Court have been tranſmitted home with the ſame punctual regularity as formerly, there muſt be ſufficient proof of theſe facts among the records now in Leaden-hall-ſtreet.

Having laid before the reader an account of what have been the actual and realiſed profits of the two years trade of this grand monopoly, we will now endeavour to ſhew, at one view, the amount of what the natives may be juſtly ſaid to have been fleeced of in that ſpace of time, notwithſtanding the pious profeſſions of the Select Committee, *that they ſhould be ſupplied as reaſonably as before.*

The amount of the capital ſtock employed the firſt year, is curr^{t}. rupees 2,422,333 5 4				
or, at 2s. 2d. per C. R.	£. ſterling		262,420 0 0	
Ditto, C. R^{s} 2,400,000 at Do, 2d year	-		260,000 0 0	
				522,420
Profit, viz.				
On the Rt. Hon. Lord Clive's 5 ſhares, the firſt year	-	21,179 4 0		
Ditto, 2d year	- - -	16,656 5 0		
			37,835 9 0	
On William Brightwell Sumner, Eſquire, his 3 ſhares, the firſt year	- -	12,707 10 0		
Ditto, 2d year	- -	9,993 15 0		
			22,701 5 0	
On General Carnac's 3 ſhares, the firſt year	- -	12,707 10 0		
Ditto, 2d year	- -	9,993 15 0		
			22,701 5 0	
	Carried forward		83,237 19 0	522,420

On

Brought over	83,237 19 0		522,420
On the rest of the Company's ſervants, 45½ ſhares, the firſt year - -	192,024 16 0		
Ditto, 49 ſhares, 2d year	163,231 5 0		
	355,256 10 0		
			438,494
Total of the firſt coſt and profit for two years - -			960,914
Extraordinary duties to be paid in two years to the *Nabób*, the *country government*, or the *Engliſh Company*, whichſoever the reader pleaſes to call it, 26 lacks, at 2s. 2d. per current rupee - - - - -			281,666
Extraordinary charges beyond the common courſe of the trade, to which the Committee was expoſed from the employment of European agents and other cauſes, eſtimated at leaſt at 6 lacks, or - - - 1			65,000
Outſtanding debts on the two years trade, which have been or will be recovered by the influence of the *country govermnet*, eſtimated, to the time of the above calculation of profits, at 10 lacks, or - - - -			108,333
Total received from the natives - - -			1,415,913
Deduct,			
Firſt coſt of thoſe commodities for two years	£. 522,420		
Allowance for what the profits would have been in the uſual and fair way of trade, as practiſed when the monopoly took place at 30 per cent. - - - - -	156,726		
Duties which might have been collected in the uſual manner on this trade, in the ſtate it then was, for two years: we will make a large allowance in the ſum of - -	50,000		
To this muſt be added what was ſeparately gained by the under-monopolizers; who, agreeably to the regulations, purchaſed ſalt, &c. in the groſs from the Committee, being chiefly Banyáns of the gentlemen			
Carried forward	729,146	1,415,913	

Brought over	729,146	1,415,913
themſelves, and who tranſported it to and retailed it in the inland country. The net profits under this head may be juſtly eſtimated, upon ſalt and beetle-nut, at leaſt at 12 lacks, or - - - -	130,000	
		859,146
Ariſing on the public monopoly - - - -		556,767

To which muſt be added the concerns of the ſeparate private ſociety, among the gentlemen of the Select Committee, already mentioned, as far only as has come to public knowledge, viz.

One concern, as taken notice of in the Right Honourable Lord Clive's aſſignment, N° XLIII. in our *Appendix*, page 158, - - of 497,001 Maunds,
And of one other, - - 40,000

Maunds, 537,001. Upon which we may ſafely allow the gentlemen to have gained, at the loweſt eſtimation, a clear profit of two current rupees per maund, making 1,074,002 rupees, at 2s. 2d. - 116,350

£. 673,117

By this eſtimate, which we hope will be allowed very juſt by all perſons acquainted with the branch of which we treat, it appears, that upon the trade of two years there has been to the amount of ſix hundred and ſeventy-three thouſand one hundred and ſeventeen pounds ſterling collected for the benefit of about ſixty perſons, from the natives in general, upon this ſingle monopoly of what are conſidered there to be all neceſſaries of life (and the moſt material one is actually ſuch in all countries) more than they would have paid for the ſame, had the trade continued open and free to all who paid the eſtabliſhed duties.

In a country where the nature of commeree is ſo well underſtood, it muſt be needleſs to ſwell this chapter, already too long, with ſuch inferences, drawn from the facts here laid before the public, as muſt appear obvious to every one at the firſt view. Every merchant will agree with us in one general concluſion, that ſuch a monopoly muſt have been in the

the higheſt degree injurious to the population and manufactures of the country; and we will venture to aſſert, that, above all others, it has principally contributed to that decreaſe of trade, and the diſtreſs under which Bengal has laboured ever ſince the eſtabliſhment of this monopoly.

We had almoſt forgot, before we diſmiſſed this head of our ſubject, to put the reader in poſſeſſion of a key for the underſtanding of ſuch parts of the proceedings of the committees herein taken notice of, as were calculated to evade the carrying into execution of the orders of the Eaſt India Directors reſpecting this trade.

Soon after the eſtabliſhment of the monopoly, the Right Honourable Lord Clive and the gentlemen of the Committees and Council (apprehenſive that they ſhould not receive the approbation of the Directors of the Company for this eſtabliſhment) entered into an indenture, or bond of indemnity to each other, by which they engaged, under a conſiderable penalty, That "provided any order or direction ſhould iſſue or be made "by the ſaid Court of Directors in England, thereby ordering and di-"recting the ſaid excluſive joint trade and merchandize to be diſſolved "or put to an end, or that might hinder and ſtop the carrying on the "ſame, or contain any thing contrary to their regulations, they, the "ſaid Right Honourable Lord Clive, &c. members of the Committees "and Council, ſhould and would, notwithſtanding any ſuch order or "direction, keep up, continue and enforce, or cauſe to be kept up, con-"tinued and enforced, the ſaid excluſive joint trade and merchandize," as the reader will ſee at large, by a copy of the ſaid original indenture or deed of indemnity given in our *Appendix*, No. XLIV. page 161.

After conſidering the farces of the Dewanne's and the laſt treaties with the Nabôbs of Bengal, the profeſſions of the moſt implicit obedience to the orders of the Court of Eaſt India Directors, and of attention to the intereſts of *the Nabôb* and the welfare of the native inhabitants, as made uſe of in the proceedings of the Secret Committees herein-mentioned, and comparing thoſe profeſſions with the facts we have taken notice of, and particularly with the farce exhibited on *the 1ſt October* 1766, in the Mayor's Court of Calcutta, as ſhewn in our Appendix * No. XLV. it muſt appear to a ſenſible mind, that the whole ſyſtem of the government of Bengal at this period was in reality no other than one continued ſcene of impoſition upon the public, under ſounding phraſes and pompous appearances; perhaps more ridiculous than any thing that has been held up under the veil of politics, and even exceeding any thing exhibited on the theatre of falſe religion.

* See the Proceedings of the Mayor's Court, *Appendix*, page 165, upon an indenture and affidavit of the Right Honourable Lord Clive's being carried in ſolemn proceſſion to that Court to be executed.

CHAP.

CHAP. XIV.

ON the GENERAL MODERN TRADE of the ENGLISH in BENGAL; on the OPPRESSIONS and MONOPOLIES which have been the CAUSES of the DECLINE of TRADE, the DECREASE of the REVENUES, and the preſent RUINOUS CONDITION of AFFAIRS in BENGAL.

WITHOUT the reader has conſidered and bears in his mind the ſtate of Hindoſtân, ſince the ſubverſion of the empire, the dependency on the Engliſh Company of the prince whom they call *The Grand Mogul*, the condition of their collectors, whom they call *The Nabobs* of Bengal, the ſituation of individuals, and the ſtate of juſtice in thoſe dominions, as ſet forth, particularly in our third, fourth, fifth, ſixth, ninth, and tenth chapters, he will be ſcarce able to conceive a poſſibility of the exiſtence of ſuch cruel oppreſſions and ruinous meaſures as have taken place in the Bengal provinces of late years, but particularly, ſince "*the Engliſh Eaſt India Company are become the Sovereigns of a rich* "*and potent kingdom, and their government in Bengal a military as well* "*as civil government* *."

Having alſo, towards the end of our eighth chapter, ſaid ſomething on the nature of the preſent trade of the Engliſh Company, and of the difference between that and the trade of individuals and other nations in Bengal, we muſt beg leave to refer the reader thereto, that we may avoid troubling him with repetions in this place.

When the Grand Mogul, Furrukhſeer, granted his firmaun for exempting the Engliſh from the payment of all duties, their trade was very inſignificant, as well as their legal poſſeſſions of lands, which, as we have ſeen, were by the firmaun circumſcribed within *forty begas*, or about *fifteen acres* round every factory. At that time, and alſo for many years afterwards, even down to the year 1753, it was the cuſtom for the Company in Bengal generally to provide their goods upon contracts with the merchants of the country, who received a part of the money in advance, which were called *dadney-advances*. Theſe merchants, who were known by the appellation of *dadney-merchants*, contracted under penalties, to deliver the goods, at ſtated times and prices,

* See a LETTER from LORD CLIVE and the SELECT COMMITTEE to the COURT of DIRECTORS, and the POSTSCRIPT to the LETTER of MESſ. LEYCESTER and GRAY. AUTHENTIC PAPERS, pages 92, and 195, &c.

at the Company's principal ſettlement, and, were of courſe amenable to the laws of the country when they or their agents were guilty of any irregular practices. In that ſituation, the detriment accruing to the government, from the great partiality ſhewn to the Engliſh in preference to the Mogul's ſubjects, was, as hath been ſhewn in another place, comparatively inconſiderable; but the Mogul certainly had no conception of the height to which that trade would be carried, on which he had granted ſo unlimited an exemption from duties.

The preference granted to the Engliſh, gave them great advantages when they came to deal with the weavers in the inland country, where the factors and gomáſtahs employed by the Company, on this change in the mode of providing their inveſtment, were in general treated with great reſpect. This influence increaſed with the power of the Engliſh Company; ſo that after the defeat of Serajah al Dowlah, in 1756, that Nabôb was made to engage, "that he or his officers ſhould, on no "account interfere with the gomáſtahs of the Engliſh; but that care "ſhould be taken that their buſineſs might not be obſtructed in any "way." And theſe gomáſtahs ſo well availed themſelves of this new acquired power, that after the Company, by their ſubſtitutes, had made their firſt Nabôb, Jaffier Ally Khawn, in the year 1757, their black gomáſtahs in every diſtrict aſſumed a juriſdiction which even the authority of the Râjahs and Zemindárs in the country durſt not withſtand. Inſtances of this influence, ſo detrimental to the country, are to be met with in every page of Mr. Vanſittart's Narrative.

In this ſituation of things, as the trade of the Company increaſed, and with it the inland trade of individuals alſo in a much greater proportion, thoſe evils, which at firſt were ſcarcely felt, became at laſt univerſal throughout the Bengal provinces: and it may with truth be now ſaid, that the whole inland trade of the country, as at preſent conducted, and that of the Company's inveſtment for Europe in a more peculiar degree, has been one continued ſcene of oppreſſion: the baneful effects of which are ſeverely felt by every weaver and manufacturer in the country, every article produced being made a monopoly; in which the Engliſh, with their Banyáns and black gomáſtahs, arbitrarily decide what quantities of goods each manufacturer ſhall deliver, and the *prices* he ſhall receive for them.

To increaſe the amount of the Company's inveſtment of goods for Europe, beyond what was ſent by his predeceſſor, has been the conſtant endeavour of every ſucceeding Governor of Bengal, in order to acquire reputation with the Company. To obtain this increaſe great ſtrictneſs has been uſed with, and great hardſhips have been exerciſed

on

on the manufacturers, who are in general now monopolized by the Engliſh Company and their ſervants, as ſo many ſlaves; which has occaſioned frequent complaints from the agents of the French and Dutch Companies, and thoſe propoſals for a participation of the weavers, of which we have taken notice at the concluſion of our eighth chapter. The ſeverities practiſed towards theſe poor people, who are generally both manufacturers and huſbandmen, are ſcarcely to be described; for it frequently happens, as we have obſerved in another place, that while the officers of the collections are diſtreſſing them one way for their eſtabliſhed rents, the peons from the Company's gomáſtahs, on the other hand, are preſſing them for their goods in ſuch manner, as to put it out of their power to pay their rents. However excuſable the oppreſſing of manufacturers might have appeared in the Company, as merchants, while the country belonged to another power, and the profit ariſing from trade was their only object in view, now, when they are become the Sovereigns of Bengal, the continuation of ſuch a practice can no otherwiſe be conſidered than like the ideot-practice of killing the prolific hen to get her golden eggs all at once.

But for the better underſtanding of the nature of theſe oppreſſions, it may not be improper to explain the methods of providing an *inveſtment* of piece goods, as conducted either by the Export-warehouſe-keeper and the Company's ſervants at the ſubordinate factories, on the Company's account, or by the Engliſh gentlemen in the ſervice of the Company, as their own private ventures. In either caſe, factors, or agents called gomáſtahs are engaged at monthly wages by the gentleman's Banyán; there being generally, on each expedition into the country, one head gomáſtah, one móhŭree, or clerk, and one caſh-keeper appointed, with ſome peons and hircârahs; the latter being for the purpoſe of intelligence, or carrying letters to and fro, which, for want of regular poſts, every merchant does at his own expence. Theſe are diſpatched, with a Perwânah from the Governor of Calcutta, or the chief of a ſubordinate to the Zemindár of the diſtricts where the purchaſes are intended to be made; directing him not to impede their buſineſs, but to give them every aſſiſtance in his power. The next ſtep is to purchaſe a convenient ſum in ſuch ſpecies of rupees in the Bazár, at the batta current among the Shroffs, or money-changers, as will beſt anſwer in the intended diſtricts of purchaſe, which is diſpatched for the firſt advances to the weavers; and afterwards, generally a proportion of ſuch goods as it is imagined can be ſold advantageouſly in the ſaid diſtricts, and realized in time for the latter advances, in full, to the weavers, are alſo diſpatched, with the Company's duſtuck, and conſigned to theſe gomáſtahs. Upon the gomáſtah's

arrival at the aurung, or manufacturing town, he fixes upon a habitation which he calls his *Cutcherry*; to which, by his peons and hircârahs, he ſummons the brokers, called Dallāls, and Pykáas, together with the weavers; whom, after receipt of the money diſpatched by his maſter, he makes to ſign a bond for the delivery of a certain quantity of goods, at a certain time and price, and pays them a part of the money in advance. The aſſent of the poor weaver is *in* general not deemed neceſſary, for the gomáſtahs, when employed on the Company's inveſtment, frequently make them ſign what they pleaſe; and upon the weavers refuſing to take the money offered, it has been known they have had it tied in their girdles, and they have been ſent away with a flogging. The Dallāls are brokers, who are uſually and neceſſarily employed by the gomáſtahs, as knowing and having accounts with all the weavers of the reſpective diſtricts. They are often as much oppreſſed as the weavers; but when ſeparately employed they always make the latter pay for it. Under the Dallāls, the Pykárs are an inferior ſet of brokers, who manage the minutiæ of buſineſs between the weavers and the Dallāls, as theſe laſt do with the gomáſtahs. A number of theſe weavers are generally alſo regiſtered in the books of the Company's gomáſtahs, and not permitted to work for any others; being tranſferred from one to another as ſo many ſlaves, ſubject to the tyranny and roguery of every ſucceeding gomáſtah. The cloth, when made, is collected in a warehouſe for the purpoſe, called a *Khattah*; where it is kept marked with the weaver's name, till it is convenient for the gomáſtah to *hold a Kattah*, as the term is, for aſſorting, and fixing the price of each piece: on which buſineſs is employed an officer called the Company's *Jachendár*, or aſſorter. The roguery practiſed in this department is beyond imagination, but all terminates in the defrauding of the poor weaver; for the prices which the Company's gomáſtahs, and, in confederacy with them, the *Jachendárs*, fix upon the goods, are in all places at leaſt fifteen per cent. and in ſome even forty per cent. leſs than the goods ſo manufactured would ſell for in the public Bazár, or market, upon a free ſale. The weaver, therefore, deſirous of obtaining the juſt price of his labour frequently attempts to ſell his cloth privately to others, particularly to the Dutch and French gomáſtahs, who are always ready to receive it. This occaſions the Engliſh Company's gomáſtah to ſet his peons over the weaver to watch him, and not unfrequently to cut the piece out of the loom when nearly finiſhed. With this power and influence, the gomáſtahs, in the mean time, are never deficient in providing as many goods as they can on their own

accounts, and for the Banyáns of their Engliſh employers; which they either ſell to the agents of foreign Companies on the ſpot, or diſpatch to Calcutta with the goods of their conſtituents, under cover of the ſame Company's duſtucks; in either caſe, if there is any market at all, being ſure of a profit on goods, *ſo provided*, of at leaſt twenty per cent.

In the time of the Mogul government, and even in that of the Nabôb Allaverdy Khawn, the weavers manufactured their goods freely, and without oppreſſion; and though there is no ſuch thing at preſent, it was then a common practice for reputable families of the Tânty, or weaver caſt, to employ their own capitals in manufacturing goods, which they ſold freely on their own accounts. There is a gentleman, now in England, who in the time of that Nabôb, has purchaſed in the Dacca province in one morning eight hundred pieces of muſlin at his own door, as brought to him by the weavers of their own accord. It was not till the time of Serajah al Dowlah that oppreſſions, of the natures now deſcribed, from the employing of gomáſtahs, commenced with the increaſing power of the Engliſh Company, upon their changing the mode of providing their inveſtment; and the ſame gentleman was alſo, in Serajah al Dowlah's time, witneſs to the fact of above ſeven hundred families of weavers, in the diſtricts round Jungulbarry, at once abandoning their country and their profeſſions on account of oppreſſions of this nature, which were then only commencing. Since thoſe days the natives have had no Nabôb to apply to in caſes of oppreſſion, but ſuch as were the dependent creatures of the Engliſh Company, againſt whom they could hope for no redreſs.

With every ſpecies of monopoly, therefore, every kind of oppreſſion to manufacturers, of all denominations throughout the whole country, has daily increaſed; inſomuch, that weavers, for daring to ſell their goods, and Dallāls and Pykárs, for having contributed to or connived at ſuch ſales, have, by the Company's agents, been frequently ſeized and impriſoned, confined in irons, fined conſiderable ſums of money, flogged, and deprived, in the moſt ignominious manner, of what they eſteem moſt valuable, their caſts. Weavers alſo, upon their inability to perform ſuch agreements as have been forced from them by the Company's agents, univerſally known in Bengal by the name of *Mutchulcahs*, have had their goods ſeized, and ſold on the ſpot, to make good the deficiency: and the winders of raw ſilk, called *Nagaads*, have been treated alſo with ſuch injuſtice, that inſtances have been known of their cutting off their thumbs, to prevent their being forced to wind ſilk.

This

This laſt kind of workmen were purſued with ſuch rigour during Lord Clive's laſt government in Bengal, from a zeal for increaſing the Company's inveſtment of raw ſilk, that the moſt ſacred laws of ſociety were atrociouſly violated; for it was a common thing for the Company's ſeapoys to be ſent by force of arms to break open the houſes of the Armenian merchants eſtabliſhed at Sydabâd (who have, from time immemorial, been largely concerned in the ſilk trade) and forcibly take the *Nagaads* from their work, and carry them away to the Engliſh factory.

In this ſituation of the trade in Bengal, excluſive of ſuch articles as are neceſſarily provided for the Engliſh Company's inveſtment, which, as before obſerved, is the worſt of all monopolies; excluſive of what the Foreign Companies are permitted to provide, in order to prevent clamours in Europe (for which goods however ſuch Foreigners are obliged to pay prices much ſuperior to thoſe given by the Engliſh Gomáſtahs) and excluſive alſo of the little which the honeſt private merchant may be able to provide *ſecretly*, the whole inland trade, in almoſt every thing elſe that the country produces, and even the trade in ſome principal articles of foreign import, has been carried on as monopolies by a few of the ſuperior ſervants of the Engliſh Company, with their Banyáns and favourites; and not only every public meaſure of late years adopted by the government at Calcutta, has been calculated to favour the eſtabliſhment of ſuch monopolies, but even the contradictory and injudicious orders of the Court of Directors, on ſome occaſions, from a want of * local knowledge, and on others from connivance at the proceedings of their ſervants abroad, or from the ſtate of parties in Leadenhall-ſtreet, have promoted ſuch ſhameful meaſures.

Among the monopolies thus eſtabliſhed, two were of ſuch a nature, that they could not have been invented more deſtructive to the country than they really proved. One was that of ſalt, beetle-nut and tobacco, of which we have particularly treated in our preceding chapter; the other was of the cotton imported by ſea from Surat, which tended directly to the ruination of the callico-manufactories, and in the manner in which it was partly carried on, to the deſtruction likewiſe of the revenues. This was a combination among moſt of the Gentlemen of

* A remakable inſtance of this want of local knowledge was given before the Honourable Houſe of Commons, on the 9th and 10th of April 1767, by two Directors of the Company, then examined at the bar; one of whom declared he had been ten years, and the other twenty in the Direction. They had both *reſpectively* held the Chair of the Company, and yet declared they did not know the Danes had any ſettlement in Bengal; notwithſtanding their town and factory of Serampore, or Frederick-nagore, is only about ten miles diſtant frem Calcutta, upon the river Hoogly.

the Council at Calcutta, to engroſs as much as they could of the Bombay and Surat cotton. The original concern of what was bought up on this monopoly amounted to twenty-five lacks of rupees, or upwards of three hundred thouſand pounds ſterling, which they divided in ſhares among themſelves. The prices of cotton which in Bengal, upon the commencement of the monopoly were at ſixteen and eighteen rupees *per maund*, of about eighty pounds weight, were ſoon run up to twenty-eight and thirty rupees; but, unfortunately for the concerned, the crop of country cotton, ſo called by the Engliſh, but *Capaas* by the natives of Bengal, proved at that time very plentiful; and a great quantity of cotton was at the ſame time alſo unexpectedly imported in a new track of trade, from a diſtant country down the rivers Jumna and Ganges, which greatly prejudiced the ſales of the monopolizers. Two expedients were therefore thought of to facilitate the ſales of the cotton of this monopoly; one, to employ the nominal deputy Nabôb, but in fact the only man in power under the Company's ſervants, Mahomed Reza Khawn, at Murſhedabâd, to take and diſtribute it among the Zemindárs; and the other was, by means of the ſame mock authority, to prevent the importation of the cotton from the upper countries. Accordingly a conſiderable quantity was actually ſent from Calcutta up to Mahomed Reza Khawn, and diſtributed among the Zemindárs; and on the borders of the Bahár province a new and extraordinary duty of above thirty per cent. was levied upon the cotton brought down from the high country; which was a moſt effectual method of preventing its introduction into the Bengal provinces.

The public monopoly next in conſequence, as of late practiſed, has been that of piece-goods fit for the markets of Buſſorah, Judda, Mocha, Bombay, Surat and Madraſs. Of thoſe goods there are many ſorts which the Engliſh Company do not deal in; ſuch as, at Dacca, the coarſer kinds of Mulmuls, called Anundy, Hyaty, Sonargoung and Sherbetty; and at Coſſimbazár and Radnagore ſeveral ſorts of Sarries, called Chappa, Mugga, Tempy, Tarachaundy and Mucta; alſo Soocies and Soocy-ſarries, Cuttanees and Taffeties, &c. in the proviſion of which nevertheleſs, under the ſame influence, like oppreſſions are practiſed as for the Company's inveſtment.

For the diſpoſal of the goods of this joint concern, another monopoly is eſtabliſhed of the excluſive right of exportation, particularly to Buſſorah, Judda and Mocha, which uſed to be the moſt profitable voyages. For this purpoſe, the Governor and Council of Calcutta fit out ſhips, generally known by the denomination of *the freight ſhips*, on which the goods of this joint-concern are firſt ſhipped, and the remainder of the tonnage

tonnage is filled up on freight. The management of this concern is under the direction of a Member of the Council, who is acting-owner, and keeps a warehouſe for this purpoſe, generally known in Calcutta by the name of *the freight warehouſe*. When one of theſe freight-ſhips is ſet up, no other perſons among *the few that can provide goods* dare attempt to ſet up another on the ſame voyage, without the permiſſion of the Governor and Council; nor is any perſon ſuffered to load their goods on any other ſhip for thoſe markets, if ſuch ſhould be permitted to be ſet up, until the loading of the freight-ſhip of the Governor and Council be compleated. Frequent inſtances have been known of the goods of private merchants, even Europeans, but particularly of thoſe belonging to Armenians, Moguls and Gentoos, being, in conſequence of this monopoly, ſtopped on the public road, and by force carried to the freight-warehouſe; and the proprietors of ſuch goods have been obliged, contrary to their wills, to ſee their goods ſhipped on veſſels they had not a good opinion of, and going on voyages whoſe deſtination and management were often contrary to their own private ſchemes of trade: in conſequence of which unwarrantable proceedings, thoſe merchants have frequently loſt their ſales, have had their goods damaged, left at ports they never deſigned they ſhould touch at, and have ſometimes loſt even the goods themſelves. By all which cruel circumſtances there have been in Bengal many inſtances of families of Armenians, principal traders in this branch to Perſia and Arabia, the former of which may properly be called their own country, who have been totally ruined.

Among the many methods that have been put in practice by the Governor and Council of Calcutta, for ſecuring the monopolies of the inland trade, though under various ſpecious pretences of their being for the benefit of the Company and natives, as well as for public good, the following are ſome of the moſt remarkable.

Merchants have been *ſtrictly* prohibited from ſending Gomáſtahs into the interior country, to purchaſe or provide any goods, without a Perwânah from the Governor of Calcutta. Whithout this Perwânah, it would be in vain to attempt to purchaſe, notwithſtanding a merchant ſhould agree to pay double what is called *the government duties*; though in fact ſuch Perwânah, when obtained, would in general be of no ſervice to the country merchant, without ſome ſpecial private protection, as the bonds called *Mutchulcahs*, already explained, are in general taken by the Company's Gomáſtahs, from the Weavers and Dallāls, throughout the whole country.

An order of Council was alſo iſſued, prohibiting all Engliſhmen from quitting Calcutta, or reſiding at any ſubordinate factory, or in any part of the inland country, under a pretence, that they were guilty of oppreſſions towards the natives. It was ſaid this reſtriction was by order of the Court of Eaſt India Directors, and intended to prevent ſuch irregularities. Whatever might have been the real motives for this regulation, it was admirably well calculated to favour the eſtabliſhment and continuation of monopolies, and to prevent diſcoveries of tranſactions of a more private nature in the inland country, where many ſecrets lay buried. However, when the * Gentlemen of the Secret Committee, who publiſhed that order, found it convenient for their buſineſs in ſalt, beetle-nut and tobacco, they did not, as we have ſhewn in our laſt chapter, heſitate to appoint and ſtation, all at once, no leſs than ten Engliſh gentlemen, as agents, in different parts of the country for the ſales of ſalt.

After the facts herein taken notice of, reſpecting the proceedings of Black Gomáſtahs, it would be paying a bad compliment to the natives of this country to ſuppoſe, that an Engliſh agent could poſſibly exceed the Blacks in the commiſſion of every ſpecies of enormity: and to ſuppoſe that Engliſh individuals were properly prohibited from reſiding in the inland country of which the Engliſh Company were the acting Sovereigns, on account of any irregularities they committed, would be admitting abſurdities. It would be admitting that the Governors of a country could fancy it for the benefit of that country, that it ſhould not be inhabited by their fellow-ſubjects. It would be ſuppoſing that a deſpotic Sovereign, whoſe power is as unlimited as he chooſes to make it, could not prevent the commiſſion of offences, or duly chaſtiſe the delinquents for ſuch, when committed even within his own dominions. Or elſe, by maintaining the propriety of ſuch an order from the Company, or their Governor and Council of Calcutta, we muſt admit what would not be much to their honour, that they were totally unqualified for holding thoſe reins of government which they had taken into their hands.

But this reſtriction was no leſs abſurd in another point of view; for it put the Engliſhman upon a worſe footing than foreigners in a country conquered by his own nation; ſince the Governor and Council thereby deprived him of that right of loco-motion which, by the law of

* Even the gentlemen who concurred in opinion of the propriety of that order upon this occaſion, had before given their ſentiments in direct oppoſition to ſuch a meaſure. See AUTHENTIC PAPERS, page 200.

nations, they could not reſtrain in the French, Dutch, Portugueze, or Danes, who have ſettlements in Bengal.

How different the conduct of the Dutch Company! and what amazing good conſequences have evidently been produced by contrary meaſures even at the Cape of Good Hope! Inſtead of preventing their fellow-ſubjects from exiſting or living in the interior country, their policy encourages it to the utmoſt. They have countrymen eſtabliſhed in the inland parts at the diſtance of above ſix hundred miles from their chief ſettlement; where, by a well-regulated police, a due adminiſtration of juſtice, and the encouragement of agriculture, aſſiſted with the improvements of European artiſts, they have rendered their colony on that rocky mountain ſo abundant in wine, cattle, grain, and all the fruits of the earth, and upon the whole ſo beautiful and flouriſhing, as gives occaſion for great comparative reproach on the Eaſt India Company of this Kingdom.

But not content with the prohibitions and reſtrictions of trade *within* the provinces of Bengal, Bahár and Oriſſa, the Governor and Council of Calcutta, on the 18th May 1768, and we will ſuppoſe alſo by the authority of the Court of Directors, proceeded to publiſh an * edict, prohibiting not only the Company's ſervants and free merchants, but every other European under the Company's protection, as well as *all Armenians and Portugueze, or the deſcendants of Armenians and Portugueze*, from carrying on any trade, directly or indirectly, *beyond, or without* the limits of the ſaid provinces of Bengal, Bahár and Oriſſa: and it was therein ordained, "that if any of the perſons deſcribed ſhould "attempt to tranſport any merchandize *beyond* thoſe provinces, all "ſuch merchandize ſhould be *ſeized* and *confiſcated*, and the gomáſtahs "having charge of ſuch contraband trade ſhould be *puniſhed with the* "*utmoſt ſeverity*;" it being intended by the Governor and Council, as was alledged, "*that none but the natives of the country (Muſſulmen and Hindoos) ſhould enjoy the privilege of that trade.*"

To particularize, in a mercantile community, all the groſs abſurdities and the injuſtice of ſuch an order, would be to offer an inſult to every man of underſtanding; we will therefore only remark, that this order principally contributed to the producing of two ruinous effects; one, the prevention of extending the Company's ſales of Britiſh woollens and other ſtaple commodities of this kingdom, and the other, adding to the diſcouragement of the inland importation of bullion, by leſſening all mercantile connections with the merchants of the interior parts of

* See this *Edict* at large in our APPENDIX, No. XXIX. page 80.

Hindoſtân.

Hindoſtân. From whence the Company, or their Governor and Council, could derive theſe powers of confiſcation and puniſhment, or by what authority they could deprive of their natural rights, the Armenians and Portugueze eſtabliſhed in Bengal, who, as well as their forefathers, were natives of that country equally with *the Muſſulmen and Hindoos*; or with what view they wanted to prevent all trade in the dominions bordering upon Bengal, notwithſtanding the Princes of ſuch adjacent countries permitted, encouraged, and according to *the uſages of the empire*, could not prevent ſuch trade, it muſt be hard to account for, unleſs from private ſelfiſh motives; which latter we are the more inclined to believe muſt have been the caſe, as the very gentlemen who made this reſtrictive order alſo continued their own agents and gomáſtahs in the interdicted diſtricts.

In another place we have already obſerved, that in former times it was cuſtomary for merchants from all the inland parts of Aſia, and even from Tartary, to reſort to Bengal with little elſe than money or bills to purchaſe the commodities of thoſe provinces. A variety of merchants of different nations and religions, ſuch as *Caſhmeerians* *, *Multanys*, *Patāns*, *Sheiks*, *Suniaſſys*, *Poggyahs*, *Betteeas* and many others uſed to reſort to Bengal annually, in *Caffeelahs*, or large parties, of many thouſands together (with troops of oxen for the tranſport of goods) from different parts of Hindoſtân; by which the inland importation of bullion into Bengal always far exceeded the whole importation by ſea from Europe and the gulfs of Perſia and Arabia. Thus, by the bad practices of the Company's agents and gomáſtahs in the interior parts, and by thoſe proceedings of the Company, or their Governor and Council of Calcutta which we have now inſtanced, all thoſe foreign merchants have been deterred from approaching the Bengal provinces; and things have come to ſuch a paſs, that the whole of that advantageous trade is now turned into other channels, and probably loſt to thoſe countries for ever.

Indeed, as we have before obſerved, the proceedings and orders of the Courts of Eaſt India Directors reſpecting the inland trade of Bengal, have, either from the ſtate of parties or from ignorance, in general been equally deſtructive of the welfare of thoſe countries and the real intereſts of the Company, with thoſe of their late Governors and Councils at Calcutta. And in nothing has this been more apparent than in their

* It was cuſtomary for the merchants of Caſhmeer to go and make even *ſalt* in the woods called *Sunderbund*, being at the very bottom of the Bay of Bengal: as may be ſeen by a letter from the Nabôb, Coſſim Ally Khawn to Governor Vanſittart. See Mr. VANSITTART'S NARRATIVE, Vol. II. page 167.

orders

orders reſpecting the trade in ſalt; which trade, at any rate, has in general been looked upon, by miſinformed Eaſt India ſtock-holders, as deſtructive and criminal, though the fact is, that the abuſe of it only has been ſuch; for the fair and open practice of it by all men, ever did, and ever muſt contribute to the welfare of the country. Thus in their letters to Bengal, dated the 8th February 1764, and the 19th February 1766, the Court of Directors abſolutely prohibited the trade in ſalt to all Europeans whomſoever, reſiding under their protection, though they ſhould trade therein with paying the very utmoſt duties, and entirely upon a footing with the natives. They likewiſe, at the ſame time prohibited "trade in all other articles *that are not for export "and import.*"

The diſtricts belonging to Bengal which produce ſalt, are only ſuch places as are waſhed by the influx of the tide from the ſea, for about ſixty miles up the rivers from the bottom of the bay; where it is made by boiling an artificial brine filtrated through prepared earth, by a proceſs very different from what is practiſed in Europe, or in the other parts of India. The reader may ſee in the map, that the lands ſo waſhed, are thoſe to the ſouth of Calcutta, and acroſs the bay, from Chittigong to Ballaſore, all which, including the provinces of Midnipore and Burdwân, excepting Jeſſore, Roymungul and a few other Pergúnnahs dependent on Hoogly, are the lands of the Company's former grants from the Nabôbs of Bengal, poſſeſſed before the ſetting up of the farce of the Dewannee. Many of thoſe lands produce nothing but ſalt, from which the whole of their revenue ariſes; but from the ſituation of the private trade of the country, as already ſhewn, as well as, in particular, from the fluctuating tenor of orders iſſued at Calcutta * relative to this trade, none of the natives would, at that time, or even ſince, venture to make ſalt, unleſs privately concerned with, or protected by ſome gentleman of power and influence in the ſervice of the Company.

In this ſituation of the country, or indeed in any other, the wiſeſt meaſure the Company could purſue, would have been to encourage, without

* In conſequence of repeated orders received from the Court of Eaſt India Directors, the Governor and Council of Calcutta, in February 1767, iſſued a proclamation, encouraging the natives to make ſalt; and upon the faith of this order many of them engaged in the buſineſs, particularly in the woods; where it is made on low grounds which are overflowed upon the riſing of the Ganges, after the periodical rains. In the mean time the Dewân or head Banyân of the Governor, and the Banyâns of ſome of the other principal gentlemen, who had formed a ſociety, and became large purchaſers of the Committee's ſalt (although the ſame was expreſsly contrary to the fourth regulation of the Committee, of the 3d September 1766) repreſented to the Committee, that if the new ſalt was permitted to be brought to market before their own was ſold off, they ſhould be ruined by their bargain with

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without reſtriction, Europeans and others, of all denominations, upon engaging to pay the eſtabliſhed duties, to embark in the buſineſs of ſalt-making; as well becauſe Europeans would be more likely than the natives to counteract, if poſſible, the monopolizing ſpirit of the ſuperior ſervants of the Company, as for the ſake of the conſequences which muſt naturally follow, viz. the great improvement of the revenues of the ſalt pergúnnahs, and the lowering of the price of ſo principal a neceſſary of life. Indeed it is amazing, that a commercial body of men, like the Engliſh Eaſt India Directors, ſhould in any ſituation think of prohibiting the free exerciſe of trade, according to eſtabliſhed cuſtom, in a commercial country, like Bengal; and particularly when even the proſperity of their conſtituents affairs muſt depend on ſuch freedom. Every prohibition of one ſet of men, in favour of another, or the allowing of a free trade in ſome articles, and laying partial reſtrictions on others, muſt tend to the eſtabliſhment of miſchievous monopolies; but when the interdicted perſons are the rulers, in a diſtant country, of ſubjects totally dependent and made abjectly ſubſervient, the iſſuing of ſuch prohibitory reſtrictions is encouraging colluſions for partial views; ſo that the very expectation of obedience in ſuch caſes becomes not leſs abſurd than the iſſuing of ſuch orders is impolitic. It is moreover, in the caſes before us, peculiarly diſgraceful; for before the Company made themſelves Sovereigns there, the worſt or weakeſt of the ancient *black Nabôbs* would not have prohibited even any European in Bengal from trading in any particular article, ſo long as he paid the full duties, and conformed to the cuſtoms of the land. It is likewiſe contrary to the ſentiments and orders of former Courts of Directors; who, as we have ſhewn in our eighth chapter, allowed of all trade in India, on payment of the eſtabliſhed duties, and only aimed at the prevention of the abuſes of their firmaun-duſtuck; which, in fact, was all that they could have a right to interfere with.

the Committee. In conſequence of this repreſentation, on the 12th Auguſt 1767, there was another proclamation iſſued, forbidding the removal of any new made ſalt from the ground where it was produced. This was a moſt effectual method of preventing the ſales of the new-made ſalt. The ſalt-makers, called Molúnguees, came up to Calcutta in a body to petition for liberty to remove their ſalt before the ſwelling of the river; and the writer has ſeen above two hundred of them ſurround the Governor's palanqueen for that purpoſe, on the high road, and falling proſtrate on their faces before him. They were referred to *the Dewán*, though the very man againſt whom they complained; and before they could obtain an order, their ſalt was waſhed away. To ſhew the power of a Governor's Dewân upon ſuch occaſions, the reader muſt be informed, that at this very time the Vakeel of the Râjah of Jeſſore, who had come up with the Molúnguees, was taken up in Calcutta by the Governor's Dewân, and ſent a priſoner into his own province, under a guard of ſoldiers, where thep kept him, under a guard, 'till the Dewân's buſineſs was accompliſhed.

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As to the other late prohibition of their ſervants to trade in any articles but what *are for export and import*, it is a nice diſtinction, which modern Directors alone can explain; for we aſſert there is not an article of trade in Bengal but what is either *an import* or *an export*; and even the article of ſalt, now under conſideration, is in large quantities continually imported from the Marahtah Pergúnnahs about Ballaſore and Cuttack, from the coaſt of Coromandel, and from Perſia.

The orders of the Court of Directors reſpecting duſtucks have alſo been equally inconſiſtent and contradictory. At one time they have ordered them to be granted to all their covenanted ſervants indiſcriminately; at another they have been allowed only to thoſe above the rank of writers; at this time they have ordered the free merchants to be indulged with them, and at *that*, they have directed this indulgence to be with-held, according to the narrow or more enlarged notions of the leading Directors for the time being.

The trade of individuals *in India* muſt ever be to the Company's ſpecial advantage, and cannot affect their excluſive trade to and from Europe, but advantageouſly; notwithſtanding ſome people, in order to ſcreen their own monopolies, have always endeavoured to make it appear pernicious to the Company: and ſuch prohibitions and reſtrictions as we have juſt taken notice of, laid on trade in a commercial country, are, in fact, no better than ſo many public edicts for the ruin of a people; all ſuch orders therefore muſt ever be evaded, or their effects will indiſputably prove fatal.

Among the variety of iniquitous abuſes practiſed in Bengal and the adjacent provinces, to the injury of individuals and great hurt of trade in general, we may properly rank thoſe of the ſpurious coinages which have been made of late years both in the gold and ſilver ſpecies, expreſsly contrary to law, and apparently for fraudulent purpoſes.

The Engliſh Eaſt India Company are authoriſed by charter and law to coin the money of the countries of India in which they have their principal ſettlements, with the permiſſion however of the governing Princes of thoſe countries, and provided that ſuch coinages be made equal in weight and fineneſs to the ſtandards of the reſpective ſtates.

There are, in the different part of India, a variety of kinds of gold and ſilver money, which only paſs in general currency by their reſpective intrinſic values. The ſtandard coinages of India are called Siccas: and whether ſilver rupees, or gold ones, called Móhurs, all are eſtimated according to their intrinſic goodneſs, in proportion to their comparative value of gold with ſilver. The *Battas*, on the exchange of ſuch coins, are made inſtruments of great abuſe in the hands of

the Shroffs, or money-dealers of all kinds, as hath been ſhewn in another place.

The gold móhŭrs which were iſſued at Calcutta in the year 1765, under the auſpices Lord Clive and his Select Committee, were, by their order, made to paſs in value at fourteen ſiccas, or about ſixteen current rupees and one quarter; but their circulation at that rate could never be made general; ſo that they occaſioned great embarraſſments and, of courſe, frequent heavy loſſes. The comparative value of gold by ſilver, above the eſtabliſhed medium, in theſe gold móhŭrs of the Calcutta mint, was ſaid to have been originally raiſed only ſix per cent. and two per cent. more was added for coinage-charges.

The iſſuing of them, however, proved the ſource of great evils, and was very injurious to the Company and the public, though made proportionably advantageous to jobbers. This over-rating of the value of gold ſoon contributed ſo effectually to the draining of thoſe provinces of ſilver, that the Directors in England, were, under date of the 3d February 1768, informed from the Governor and Council at Calcutta, that it was then difficult to procure ſilver at that preſidency, in exchange even for an hundred gold móhŭrs. And under date of the 22d of the ſame month, it was earneſtly recommended to them, from the ſaid quarter, "to conſider of ſome other means of ſupplying China with *ſilver*, "than from Bengal."

Gold móhŭrs, at the ſame time, for want of ſilver rupees, were by unavoidable neceſſity ſent from Bengal to Madraſs, to anſwer the moſt preſſing exigencies of that ſettlement, though it was ſeen that a very heavy loſs would attend ſuch remittances; and by the ſame advices the Directors were farther informed, that the loſs at Madraſs on ſuch remittances of the gold móhŭrs from Bengal, had been *thirteen per cent.* as ſilver rupees would to that degree have better anſwered.

The Governor and Council of Calcutta likewiſe acknowledge, in their ſaid advices to the Directors, that they had been *greatly diſappointed* in their views of eſtabliſhing a gold currency, as *with all their influence*, it would not paſs in any of the provinces, "ſo wedded were the "natives to the particular ſpecie they had been accuſtomed to." But they might have ſaid, with more truth, that the people were *wiſe enough not to ſuffer themſelves to be cheated in ſo groſs a manner.*

Private advices of a later date have mentioned, that a great trade had been carried on in Calcutta in diſcounting gold móhŭrs, at eleven per cent. at leaſt; which was principally carried on by *the Banyáns* of ſome of the Engliſh gentlemen high in office, by means of the common Shroffs. Thus the public offices were continually iſſuing gold móhŭrs, and

and ſome at leaſt belonging to them were as continually receiving quantities of them back again, with a diſcount of profit of eleven per cent. and thus they went on iſſuing and receiving, in ſuch a degree of advantage to themſelves, money, which had no currency except within the boundaries of Calcutta; ſo that thoſe who had payments to make beyond thoſe boundaries were under a neceſſity to get it exchanged at ſo great a loſs by diſcount. To ſuch an extraordinary degree was this ſpurious gold coinage diſgraced at laſt even in Calcutta, that there was once a quantity of them ſold at public auction, by the authority of the Mayor's Court, which produced only ten current rupees and one quarter a móhŭr; which, admitting the proprietor had originally received them at ſixteen and one quarter current rupees each, made no leſs a difference than *thirty-eight per cent.* loſs.

With regard to the ſilver coinages of rupees, they are in the ſeveral parts of India of different values. *Arcots*, which are the moſt inferior of *genuine* rupees, and which are now coined as currently in Calcutta as in the province of Arcot, are eſtimated at eight per cent. better than current, or, what is the ſame thing, at eight per cent. leſs than the rupees of ſtandard weight and fineneſs, called *Siccas**: and in this ſpecies of Arcots, the Engliſh European and Black troops are made to receive their pay.

Among the variety of baſe coinages which have been introduced in different diſtricts ſince the ſubverſion of the empire, there is one called a *Viziery* rupee, which is about ten per cent. worſe than Arcots. This ſpecies was introduced not many years ago in one of the diſmembered Nabôbſhips, whoſe Nabôb calling himſelf Vizier of the empire, in times of diſtreſs found himſelf obliged, for the payment of his troops, to iſſue this ſpurious coin, which from him has retained the name of *Viziery* rupees; and from the confuſion introduced, with the univerſal diſregard of the laws of the late empire, the practice has been too much followed ſince, by ſuch as have had opportunities and want of conſcience enough to acquire wealth by ſo doing.

Among thoſe who have practiſed this ſpecies of robbery, the ſubſtitutes and dependents of the Engliſh Eaſt India Company have not been leaſt diſtinguiſhed; and we have had even *the Banyáns* of our military gentlemen become maſters of the mints at Banâras and Illahabâd, in which *Vizieries* have been coined under the very noſe of our *Grand Mogul*, not only for the robbing of the poor ſoldiers, by paying them in

* The Murſhedabâd and Calcutta Sicca ſhould weigh 7dwt. 11gr. $\frac{65}{100}$ and in fineneſs ſhould be better than Engliſh ſtandard at the rate of 14dwt. 7gr. $\frac{80}{100}$ in every pound of ſilver.

Vizieries

Vizieries inſtead of good *Arcots*, but, as it is ſaid, even for the payment of the penſion to *the Great Mogul* himſelf; who, notwithſtanding his title of *King of the World*, has found himſelf reduced to the neceſſity of exerciſing *Imperial* patience, and of ſuffering the injury unreſented.

Whatever propriety there might be, ſince thoſe provinces became the property of the Britiſh ſtate, in the Company's or their ſubſtitutes and dependents coining money in Bengal, independently of the ſupreme executive power of this kingdom, yet certainly, to make coinages that were againſt law, becauſe not according to the ſtandards of thoſe countries, and to obtrude even government-payments with them at fraudulent valuations, muſt have been high crimes and miſdemeanours, if not actually high treaſon; which latter is the only crime that by law cannot be tried in India. But ſurely theſe ſhould be conſidered as practices that ought effectually to be prevented in future.

Upon the whole, it may with truth be aſſerted, that the monopolies which have been of late eſtabliſhed, and the ruinous practices and regulations that have been introduced and enforced in Bengal by the Engliſh Eaſt-India Company and their ſubſtitutes with reſpect to trade, are haſtening on that deſtruction of the manufactories there which had its firſt beginning in the irregularities of uſurping Nabôbs, and the depredations of the Marahtahs. They have for ſeveral years paſt been decreaſing † in quality and advancing in price, while many manufacturers of all denominations have, by unparalelled oppreſſions, been driven from their callings and country.

We have ſeen all merchants from the interior parts of Aſia effectually prevented from having any mercantile intercourſe with Bengal, while, at the ſame time, the natives in general are in fact deprived of all trade within thoſe provinces, it being wholly monopolized by a few Company's ſervants and their dependents. In ſuch a ſituation, what commercial country can flouriſh? or who can be at a loſs to account for that de-

† By the Gentoo-accounts, the former manufactures in Bengal were incomparably finer than any thing now produced. There was a ſort of Muſlin called *Abrooān* which was manufactured ſolely for the uſe of the Emperor's ſeraglio, a piece of which, coſting 400 rupees, or 50l. ſterling, is ſaid to have weighed only five Sicca rupees, and if ſpread upon wet graſs to have been ſcarcely viſible. They amuſe us with two ſtories as an inſtance of the fineneſs of this cloth. One, that the Emp. Aurengzebe was angry with his daughter for ſhewing her ſkin through her cloaths; whereupon the young princeſs remonſtrated in her juſtification, that ſhe had ſeven *jamahs* or ſuits on: and another, that in the Nabôb Allaverdy Khawn's time, a weaver was chaſtiſed and turned out of the city of Dacca for his neglect, in not preventing his cow from eating up a piece of *Abrooān*, which he had ſpread and carelefsly left on the graſs.

creaſe

creaſe of the Company's credit‡, and the great ſcarcity of current ſpecie in Bengal? which laſt, though greatly promoted of late years by different drains, ſuch as that of the treaſures carried out of the provinces upon the flight of the Nabôb Coſſim Ally Khawn, the exportations to China and the other parts of India, the ſuſpenſion of importations from Europe, and the introduction at Calcutta of the above-mentioned overrated baſe gold coin; yet, as they had their beginning in, ſo their continuance is owing chiefly to the obſtructions of the original ſprings of commerce, and the great oppreſſion of the induſtrious part of the natives.

While the Company and their ſubſtitutes, by a ſubverſion of the rights of mankind, in the unreſtrained exerciſe of every ſpecies of violence and injuſtice, are thus ſuffered to monopolize, not only the manufactures but the manufacturers of Bengal, and thereby totally repel that far greateſt *influx of wealth* which uſed to ſtream in from the commerce of Aſia; and likewiſe, by every method they can ſafely practiſe, obſtruct the trade of the other European § nations with thoſe provinces, which is the only other inlet of wealth they poſſibly can have, and at the ſame time, while they are continually draining off from thence immenſe ſums annually for China, Madraſs, Bombay and other places, the conſequences cannot prove other than beggary and ruin to thoſe ineſtimable territories.

Theſe are circumſtances that ſhould ſerve to awaken the ſtrong attention even of the proprietors of Eaſt India ſtock, as well as of the government; who ſhould pay no regard to the confident aſſertion, that ſo long as the Ganges runs through Bengal, the inhabitants will not quit that country. The Ganges is equally, nay more venerated in other countries to the northward of Bengal and Bahár, where the Hindoos, who are only one part of the people, may equally follow the rites of *Brimha* their law-giver: beſides, experience evinces the falſity of ſuch an aſſertion.

The Company ought not to erect, or ſuffer others to eſtabliſh any monopolies in Bengal; but ſhould ſo regulate matters as to ſeek their own advantage in the proſperity of the country. Such can be the only juſt, the only ſafe policy to adopt; without which the poſſeſſion of that

‡ The Company's Bengal bonds have been diſcounted in Calcutta at upwards of fourteen per cent.

§ The neceſſity of encouraging ſuch trade with other European nations on this very principle, and likewiſe for other prudential reaſons, was ſeen and acknowledged even by Lord Clive in the year 1765; as may be ſeen by his letter to the then Directors. AUTHENTIC PAPERS concerning INDIA AFFAIRS, Pages 28 and 29.

country, with all its natural reſources, will ſoon become burthenſome, inſtead of being advantageous to the Company or the nation.

Such are the bad effects of evil cauſes, which are now operating very faſt towards the ruin of the Bengal provinces; ſo evidently, as when brought to a ſevere teſt, which muſt ſoon be the caſe, even Directors cannot, nor will dare to deny. If ſucceſſive ſets of Directors have been ignorant of theſe ſure effects of cauſes, they have thereby ſhewn themſelves to be unqualified for their ſtations: but if they were able to trace them out, or were timely apprized of the evils, and neglected to act honourably from ſuch knowledge, they will have then proved themſelves unworthy of their truſt, and muſt deſerve to be conſidered as the betrayers of it.

It remains to be ſeen from the effects of time, what ſalutary meaſures towards the cure of preſent exiſting, and the prevention of dreaded evils in future, have been or may hereafter be adopted from the wiſdom of Directors; but however the *temporary* proprietors of Eaſt India ſtock, or ſuch as have an intereſt in the Company's affairs ſeparate from that of the public, may think and act on theſe matters, it ſhould be greatly hoped, by every real well-wiſher to this kingdom, that government will take the preſervation and improvement of thoſe Aſiatic dominions, which it is conceived would be no very hard taſk, into their moſt ſerious conſideration, while there is yet time for making preventive remedies efficaciouſly to operate. The critical period cannot now be far diſtant; ſo that longer delays may render the application of reſtorative means ineffectual, becauſe unfortunately made too late.

CHAP.

CHAP. XV.

On the NATURE and DEFECTS of the CONSTITUTION of the ENGLISH EAST INDIA COMPANY.

OF all political tyrannies, the Ariſtocratic is worſt, having ever been found, from experience, the moſt partial and oppreſſive. And, of all Ariſtocracies, perhaps a trading one is leaſt indurable, from being moſt likely to abuſe power; as was frequently verified in ancient times, and in later ages has been practically exemplified in Venice and Genoa.

The Dutch Eaſt India Company is Ariſtocratic in its executive; but then it is the ſubject of a Democratic Trading-ſtate, which has eſtabliſhed ſuch effectual checks on all entruſted operative powers in India, as ſerve fully to prevent both executive oppreſſion, and the rapine of individuals.

The Engliſh Eaſt India Company was originally intended to be a merely trading community, being firſt inſtituted by Queen Elizabeth's charter of the 30th December 1600, expreſſly "for the honour of the nation, the "increaſe of navigation, and the advancement of trade and merchandize "within the Britiſh dominions; *for the increaſe of the Riches of the People "and the Benefit of the Commonwealth.*" And indeed this Company, by its conſtitution, is as unfit to exerciſe * Sovereign authority, as by the conſtitution of the kingdom it muſt be unqualified either to acquire or poſſeſs it.

The Company are inſtitutionally a Democratic body, the ſupreme power, even over the management of their commercial concerns, being placed, at large, in the hands of all proprietors who have five hundred pounds ſtock: and ſo entirely popular is the government of this commercial community, that any nine proprietors who are qualified for voting at their meetings, or general courts, can at any time require and procure the aſſembling of the whole body, for ſpecified buſineſs; where a majority of the members are entitled to demand whatever informations or inſpections they pleaſe; to regulate dividends, to eſtabliſh bye-laws and reſolutions, and to order their being carried into execution by their ſubſtitutes, the Twenty-four Directors, who are annually choſen; *provided ſuch regulations be conformable to the Company's charter, and not repugnant to the laws of the kingdom.*

* It may not be improper in this place to conſider the reports of his Majeſty's Advocate, Attorney and Solicitor General, in the year 1757, upon the ſubjects of the diviſion of plunder or booty taken by the Company, and their power of holding or diſpoſing of territorial poſſeſſions, acquired by conqueſt or grants from the Indian Princes. See our APPENDIX No. 46, page 194.

Such is the conſtitution of this incorporated community; which ſuitable to the nature and ends of its inſtitution, being the employment of the joint ſtock in commerce, to their own advantage, and at the ſame time to the benefit of the ſtate. The excluſive right of trade granted to them was for the ſake of encouraging a new and important branch of commerce that might prove beneficial to the kingdom, and which was not likely perhaps, at that time, to be properly undertaken or proſecuted on any other conditions: and this in fact is the only conſtitutional reaſon that could ever be advanced to authorize the granting of ſuch excluſive rights by charters. While this incorporated body of merchants, therefore, were proſecuting trade in purſuit of their own intereſt, they were likewiſe to be conſidered as acting in truſt for the public, under the protection, inſpection, and control of Government; becauſe, like that which is carried on between Great Britain and every other country, the commerce with India is the commerce of the ſtate.

So long as the concerns of the Company continued purely commercial, and while in India they were ſubject to the control of the Indian Governments, the powers they were entruſted with, under the authority and protection of the Crown of Great Britain, for the government of thoſe ſettlements which they were authorized to eſtabliſh in ſuch remote countries, for the better carrying on of their trade, might be conſidered as ſafe and requiſite. The ſtake then principally hazarded was the property of a trading community, who had no other views or expectations than of the profits ariſing from their commerce, in their management of which there could be little pretence for Government's interfering: though it muſt be confeſſed the power which the Company were authorized to exerciſe in India was, even ſoon after their firſt eſtabliſhment, too frequently abuſed by groſs acts of injuſtice and oppreſſion; ſuch as appear to have been ſucceſſively continued down, with great increaſe, to the preſent times.

But the circumſtances of this Company have within a few years paſt become greatly different from what they were, or could be foreſeen either at the firſt grant, or on any renewal of their charter. By the forces of the Company, in conjunction with thoſe of the Kingdom, immenſe territories have been acquired in India. And though of right they can only belong to the State, yet hitherto they have been with-held by, or rather have been farmed to the Company, together, in fact, with the perſons and rights of their numerous inhabitants, for a ſtipulated annual conſideration: ſo that the Company now poſſeſs and exerciſe in thoſe territories, not only all their prior commercial privileges, but likewiſe all the powers of deſpotic Sovereignty, equally over their fellow

European.

European ſubjects and the helpleſs ſubdued Aſiatics; there being no courts of juſtice, in thoſe countries, that are effectual for the due protection of either.

The following are therefore now become intereſting objects of conſideration. Whether the protection and government of ſuch extenſive, populous and wealthy provinces as may be ſaid to conſtitute a great empire, and the management and appropriation of a yearly revenue of ſeveral millions ſterling, can wiſely or ſafely be intruſted, as at preſent, without adequate checks on the part of the Crown and People, to the care of a fluctuating, Democratic community of traders; compoſed not only of the native ſubjects of Great Britain, but likewiſe of aliens of all countries and religions? And ſuch conſiderations as theſe are the more neceſſary at preſent, as the very ſtock of this Company, with all the powers and rights annexed to it, may, in effect, be engroſſed by combining proprietors. From what we have ſeen, it may even be apprehended, that one man might obtain the command of the Company, by dint of wealth perhaps acquired in its ſervice; and by a dextrous management of ſplit ſtock, among temporary proprietors, get voted in his own favour whatſoever he pleaſed. Even foreigners may combine, and by engroſſing much ſtock, perhaps influence ſuch meaſures as would endanger the Aſiatic territorial poſſeſſions, and therewith the India trade of this nation. At a critical ſeaſon they might poſſibly be made inſtruments for even diſturbing the peace of Europe, and thereby expoſe to hazard the future power and welfare of this kingdom.

Whatever view we take of the conſtitution of the India Company, to whom thoſe Indian territories, and with them no inconſiderable portion of the national influence and power in Europe are intruſted, it muſt appear, that ſuch poſſeſſions are of too much conſequence to be abandoned to twenty-four Directors, who, it may be feared, are on many accounts but ill qualified for the entire management of concerns of ſuch infinite importance; being generally elected by the combinations and intrigues of a few monied men, who may be actuated by no better motives than the acquiſition of power and influence to themſelves, and of rapid fortunes to their families, dependents and creatures. And indeed the general prevalency of the *Houſe-Liſts* of candidates at Elections for Directors, and of *Houſe-Queſtions*, carried by the *Houſehold Troops*, at moſt of the general courts, might ſerve to convince us, that thoſe Miniſters of the Company, after they are ſo choſen, become in reality its Maſters; though perhaps on ſome occaſions they may act as the mere tools of ſuch individuals as helped to exalt them, and who in ſo doing had their own diſtinct intereſts in view.

But whether the Directors act under the influence of others or not, when we conſider what they have at their diſpoſal both in England and India; where there is ſo much to beſtow, and conſequently ſo much to acquire in the civil, military and maritime departments; ſo many preferences to be given in a variety of employments, and likewiſe in almoſt all kinds of dealings; where the whole quantity of ſtock is ſo limited, and of courſe the number of proprietors qualified for voting ſo ſmall; while the requiſite property for candidateſhip for the Direction is ſo inconſiderable, in compariſon with the many advantages that may be reaped, and the gratifications that can be conferred; and when it is farther conſidered, how much India ſtock uſually belongs to foreigners abroad, to women, minors, and ſuch proprietors as are not qualified for voting in the aſſemblies of the Company; when we conſider all theſe circumſtances together, the proofs daily given of the undue influence poſſeſſed by the Directors over the general body of voters, can excite in us no wonder.

Thus, though in conſtitution the Company is a Democracy, it is, from corruption, become in practice a mere Oligarchy. A majority of the twenty-four Directors can exerciſe ſuch deſpotic powers as operate without limit both in Europe and Aſia; not only over the property of that reſpectable body THE REAL PROPRIETORS, (which ought ever to be diſtinguiſhed from the cabals of the avaricious and ambitious) but likewiſe over the fortunes of all men who engage in the Company's ſervice. And this power they no leſs exerciſe over the people, the revenues, the internal trade and external commerce of a very conſiderable part of India, than over what they for ſo long a time have poſſeſſed, the whole traffic of this kingdom with the eaſtern quarter of the globe.

Yet great as we know the power of Directors to be in Europe, we likewiſe know, that there have been, and may believe there ſtill are ſuch deſpots in the ſervice of the company abroad, as dare not only to interpret the orders of their employers as may beſt ſerve their own purpoſes, whether in the eſtabliſhment of ſuch monopolies as are grievous to the native people, injurious to trade and freedom, and greatly hurtful to the Company; but even peremptorily to diſpute their moſt abſolute injunctions, and likewiſe to abuſe the powers which are only intruſted to them for good purpoſes, by groſs perverſions of juſtice, violations of law and eſtabliſhed cuſtom, arbitrary and unconſtitutional applications of military force, and even the exerciſe of wanton tyranny for the worſt of purpoſes. At the ſame time we behold the impotency of power, if the expreſſion may be allowed us, or the force of what is

[redacted] be ſuch on this ſide of the ocean,' that not one delinquent in India is brought to juſtice in Europe: nor do we hear of any kind of redreſs having been ever otherwiſe than reluctantly granted, by Directors, to ſuch unhappy people as had been barbarouſly trampled on, wantonly perſecuted, cruelly ſtripped, exiled, or even ruined; not only without proved guilt that deſerved puniſhment, or without trial of any kind, but even without ſo much as the open accuſation of a miſdemeanor! While, on the contrary, we have ſeen the very oppreſſors of innocent men, not only careſſed, but even aſſociated in the Direction ſoon after their arrival; while uncommon induſtry has been uſed to ſtifle accuſations, or even to bear down, by power, the ſuffering complainants of injury and oppreſſion. Inſtances of conduct, which have ſerved to remind the generous and humane, of the pro-conſular ravages that were practiſed in the Roman provinces, and of the applications that were afterwards ineffectually made either for juſtice or redreſs, to the temporary Directors of public affairs in Rome, the ſeat of univerſal empire, during the laſt, luxurious, corrupt and rapacious ſtages of that once glorious, but then degenerated and ſinking Commonwealth.

Since their aſſuming the Dewannee, the views conſequent of conqueſt ſeem to have ſo engroſſed the attention of this Company, or rather of thoſe who act for them, that they appear to have been as regardleſs of the true commercial intereſts of the kingdom as they have ſhewn themſelves inattentive to acts of juſtice, on complaints of the worſt abuſes of power: for, notwithſtanding the great increaſe of their dominion, power and influence, there has been little, if any increaſe in the ſales of Britiſh woollens in Bengal. The Turkey trade in this branch is known to have greatly declined of late years, inſomuch that the clothiers who manufacture white cloths have principally depended on the exportation to India, and are quite at a ſtand when the India Company fail in the quantity uſually exported by them. The trade in broad-cloths from hence to India is all, except in the mereſt trifles, ſtrictly prohibited to all dependents on the Eaſt India Company, from the general practice, which indeed is common to all monopoliſts, not to clog markets with commodities, in order the better to ſupport their prices. Nevertheleſs, without the abilities of conſummate politicians, or even the knowledge of the moſt experienced merchants, ſuch regulations might be made, and ſuch undertakings encouraged as would ſoon double the ſales of broad cloth, and the other woollen manufactures of this kingdom in Bengal: and certainly nothing could be more laudable than the purſuit of every juſt meaſure that could be invented to encourage and increaſe the conſumption of ſuch articles.

A ſenſible

A ſenſible writer*, not long ago, took on himſelf the taſk of preſenting the neceſſity there had become of ſeparating the territorial and commercial powers in Bengal, as much for the ſecurity of the Company as the advantage of the ſtate. His ſentiments concerning the Company were the following. "That it is itſelf a ſubject, poſſeſſing neither "ſupreme legiſlative or judicial authority over its own inſtitution of "fellow ſubjects, for the government of thoſe dominions; which re-"preſentative it can neither properly direct, reſtrain, controul, or "inſpect; and that ſuch a ſubſtitution is, therefore, abſolute, deſpotic "and arbitrary in the execution of its ſovereign truſt. That the Com-"pany is a Sovereign in the capacity of a merchant, and accordingly "acts there in that double capacity; and that thoſe who act under "them are deſpots and merchants, as well for themſelves as the Com-"pany: which are circumſtances that *muſt prove* deſtructive to a com-"mercial country. That, being a ſubject, depending on the govern-"ment of the country in which it reſides for its own protection and "exiſtence, it is totally devoid of that quality which conſtitutes the very "end and being of government, which is protection."

He then proceeds to deſcribe the Company's artificial government of Bengal, which is by pretending to hold an office under the Mogul, who was in fact their priſoner, unacknowledged as ſuch but by themſelves, thoſe under their influence, or ſuch as have like motives; and a Nabôb without power, who is dependent on them for ſupport. Of theſe, but more particularly the latter, and of the baſe uſes they make of him, there needs no more to be ſaid here, but that he is forced to cover, and too frequently, in effect, to perpetrate even the moſt unwarrantable actions.

He repreſents the real government of that country to be in the hands of young European ſervants to the Company; on whoſe proceedings the government of this kingdom appears to beſtow very little attention, while they are ſubmitted to by the natives with the moſt timid reſignation, and are but little under the controul even of their maſters, the India-Directors; becauſe many of them may be ſuppoſed to depend chiefly, for ſupport, on their intereſt at home. But ſhould the very worſt puniſhment in the power of Directors be inflicted on a Governor, or other great and ſucceſsful man, which is diſmiſſion from the ſervice, it is but what he was prepared for: "being ready," ſays our writer, "to embark with a princely fortune for his mother-country, where he "ſets the Company at defiance; ſeeing, that in an ordinary court

* The Author of THE TRUE ALARM. Publiſhed by *Almon* in 1770.

" of juſtice they can convict him of nothing more than *an error of* " *judgment.*"

Having already treated of the preſent ſtate of juſtice in Bengal, we ſhall only here obſerve, that with reſpect to criminal juſtice, the Governor and Council are, in fact, the parties to proſecute, the magiſtrates to impriſon, the judges to ſentence, the Sovereigns to order execution, and ſuch deſpots in authority, that no grand or petit jury dares venture to diſoblige them; while for deciſions reſpecting property they have, as we have before ſhewn, the appointing of the judges, who decree without juries, and likewiſe the power of diſplacing them on any exhibited complaint made to themſelves, which it will readily be ſuppoſed they can with facility at any time procure. So likewiſe they can cauſe what kinds of juſtice they pleaſe to be executed on the unprotected natives; and ſhould any of them, againſt the will of their arbitrary rulers, but dare to avail themſelves of their right to appeal to the laws of England for juſtice, they can, and do forcibly deliver them up into the hands of their creature of a Mock-Nabôb, " who (as the " writer* laſt quoted obſerves) punctually and literally *executes his* " *orders.* And thus (continues our author) we find this ſhadow of a " Nabôb ſerves to effectually exclude the natives of that country from " the privilege of the Engliſh laws."

With reſpect to commerce and internal trade, which are the chief ſources of wealth and power to a nation, as they likewiſe are of proſperity to individuals, the whole of both, in Bengal, are in effect monopolies, either in the hands of the Company or thoſe of its ſervants: the former, from being the only merchant or commercial importer and exporter, is of courſe the excluſive buyer and ſeller from or to Europe, on ſelf-preſcribed conditions, at leaſt as far as regards Britiſh commerce; and likewiſe is greatly preſcriptive, in effect, with reſpect to the reſt. The advantages of one buyer over many ſellers, and of one ſeller over many buyers, is no other than the acquiſition of a doubly-monopolizing power over the property of a whole people, and therefore dangerous alike to the welfare of individuals and the proſperity of a country; but of courſe muſt prove greatly more ſo when united, as at preſent in Bengal, with unlimited ſovereignty.

With reſpect to the latter, we mean the ſervants of the Company, they directly or indirectly monopolize whatever branches they pleaſe of the internal trade of thoſe countries, whether of proviſions and the neceſſaries of life, or the raw materials for manufacturing: in which kinds

* THE TRUE ALARM. Page 33.

of

of commodities, without full freedom of dealings, no country can ever be made, or kept proſperous; nor will a trading one in ſuch a ſituation long ſubſiſt; as, if ſpeedy remedies be not applied, the Company and this nation muſt, and will very ſoon experience, in the fatal effects of the evils reſulting from ſuch a conduct, on the manufactures, revenues and trade of the ſubjected Bengal provinces.

Many of the evils under which Bengal has laboured for ſome years paſt, as we have obſerved in another place, may truly be ſaid, in a great meaſure, to have originated in Leaden-hall-ſtreet, from the ignorance, or worſe, of Directors; from the continual changes and fluctuating ſtate of that Court, as well as of the General Court of Proprietors; and for want of a permanent ſyſtem of government adequate to the altered ſtate of the Company's affairs in thoſe diſtant regions. No ſtronger proof can be given of the defective conſtitution of this Company, or of the incompetency of the Courts of Directors, than the very neceſſity which the preſent Court have thought themſelves under of having recourſe to the expedient of ſending Superviſors to India; which, after all, unleſs a ſyſtem be adopted very different from any we have hitherto ſeen, will moſt probably prove as ineffectual as every other merely temporary expedient has done in India affairs, or any others.

The temptations to and the opportunities which the ſituation of the Company have afforded of late years for the ſudden acquiſition of wealth and power, both at home and abroad, have been great and numerous, and ſuch as few men have the virtue to withſtand; while they have ſerved to eſtabliſh a variety of intereſts, combating each other, among all ranks of perſons intereſted in the ſociety, diſtinct from all proſpects of advantage from the joint trade, and even often repugnant to the intereſts of the nation. While ſuch continue to be the ſituation and government of the Company, it will be contrary to reaſon, the nature of the human paſſions, and indeed of all experience, to expect other management, or other conſequences, let whatever ſet of men be in the direction of their affairs, either in England or India. Upon the whole, the Company, in its preſent ſituation, may be compared to a ſtupendous edifice, ſuddenly built on a foundation not previouſly well examined or ſecured, inhabited by momentary proprietors and governors, divided by different intereſts oppoſed to each other; and who, while one ſet of them is overloading the ſuperſtructure, another is undermining its foundations.

CHAP.

CHAP. XVI.

CONCLUSION.

AFTER ſo ample a diſcuſſion of the various ſubjects of theſe ſheets under diſtinct heads, we ſhall now proceed to draw certain important concluſions from the whole, and then ſubmit a few curſory obſervations to the conſideration of the public.

It may be deemed ridiculous in any man to ſuppoſe, that a far-diſtant country will be long kept in peaceable ſubjection by any other ties than juſtice, humanity and convenience. Even ancient Rome, when ſhe was miſtreſs of the world, could not, with all her armies, ſecure the peaceable ſubmiſſion of any diſtant provinces, and particularly thoſe of Aſia, under a rapacious and oppreſſive government. By no means, but ſuch as are attractive of good-will, can hundreds keep themſelves in ſecurity againſt millions, nor will any ſuppoſed difference in the natural, or acquired vigour of mind or body, warrant opinions of ſafety againſt ſuch odds in numbers.

After peruſing the ſeveral caſes and accounts of tranſactions which are contained or referred to in the preceding chapters, the reader will hardly entertain a doubt, whether the mere will of power has not been the ſole rule of juſtice in Bengal, either with reſpect to dominion, property, perſonal ſafety, or the infliction of puniſhments next to death? or whether the Preſident and Council, or whatever kind of junto has of late years been appointed to rule at Calcutta, by the Court of Directors in London, have not there exerciſed ſuch unbounded deſpotiſm, as was wholly incompatible with the laws of this kingdom, thoſe of humanity, or ſuch as would be thought intolerable even in Turkey or Barbary?

It can no longer be doubted, that the pretence of governing Bengal by a *Nabób*, under a *Great Mogul*, is a moſt ſcandalous impoſition, thoſe puppets of ſovereignty being no other than penſioned inſtruments of impoſture and tyranny: while the annual charge upon the revenue for the ſupport of thoſe pageants in ſway, has at one time been above a million ſterling; though perhaps thoſe deductions from the Company's income have been made, in no inconſiderable degree, a fund in reverſion for the private purſes of the governing Europeans in thoſe countries: and while the wretched, innocent natives, bereft of every

 protection

protection from the juſtice of their own country, have thereby alſo been effectually deprived of their indiſputable right of appeal to the laws of this kingdom, againſt the ruling ſervants of the Company or thoſe dependent on them.

It has been clearly made evident, that for the laſt ſix years paſt very oppreſſive monopolies have been eſtabliſhed by the chief ſervants of the Company in Bengal and its dependencies; ſo that not only the whole of the inland trade, which was ever free by the conſtitution of thoſe countries to all who would pay the eſtabliſhed duties, but even the very coaſting trade, in many particulars, have alike been made jobs, and partially engroſſed, to the obſtruction and injury of the many, for the enormous advantage of the few; that the monopoly of the inland trade, as now exerciſed on account of the Company itſelf, is become the moſt grievous and oppreſſive of all others, as it is under the ſanction of their purchaſes, that all oppreſſions in this department are effected; that ſuch monopolies exclude even the very natives from all free trade, whoſe ſituations are rendered the more inſupportable, as the very public regulations made for the eſtabliſhment of thoſe ruinous monopolies are pretended to be made for their benefit. It is true, that ſome appearance of freedom in exports has always been preſerved in the ſubjected Bengal provinces: but yet there have been ſuch obſtructions and embarraſſments in dealings, and ſuch monopolizing of workmen, as long ago occaſioned great complaints to be made by the French, Dutch and Danes. The cauſes of them ſtill exiſt, to the great grievance of the people, and the no leſs injury of the country; while ſome of the known conſequences of thoſe evils have been, the loſs of foreign trade on the backparts of the provinces, from which great wealth was formerly derived to them; the leſſening of a ſimilar reſource from the trade of the other diſguſted companies, and ſo great a ſcarcity of money in circulation, as, if the draughts from thence for China and the other parts of India be continued, will ſoon leave thoſe provinces in want of a ſufficiency of ſpecie to ſerve even as a medium for dealings.

Nor leſs apparent has it been made, that power, law and juſtice, as well as trade, all operate as monopolies in Bengal; by which means the manufactories are going to deſtruction, and population is decreaſing, to the great leſſening of the revenues of thoſe countries; while the very revenues have been ſo miſmanaged, waſted, or miſapplied, as to make even the poſſeſſion of empire menace the Company with diſtreſs, if not ruin.

Equally certain has it been made appear, that every principle of true policy has been inverted in practice, not only to the unſpeakable injury

of

of the natives, but the effectual diſcouragement, nay ruin of European ſettlers: though on the moſt ample protection of the former all proſperity muſt depend, as ſecurity will, in a great meaſure, on the encouragement and increaſe of the latter. Our firſt aſſertion is ſelf-evident; and in ſome degree the other has been heretofore experienced, when the trading ſettlers, as well as the civil ſervants, on ſeveral occaſions voluntarily took up arms in the cauſe of the Company. Lord Clive long ago * informed the Court of Directors, that no dependence could ever be placed on the powers of the country for any thing but treachery, and, ſhould a favourable occaſion offer for it, the worſt of all treatment. And indeed, in future times of war and danger, it may be found impoſſible for the Company to keep up European forces ſufficient for all kinds of ſervice, in the conquered provinces, without promoting the free emigration of *Britiſh ſubjects* to India.

On the principle of defence, therefore, it would be the higheſt wiſdom in the Company to give every poſſible encouragement to their fellow ſubjects at all times to go and ſettle under their protection in Bengal: as an extenſive population that is intereſted in the defence of a country, muſt naturally be its moſt ſafe and effectual ſupport; as well againſt foreign invaders, as ſuch natives as may be inclined to revolt. But we have ſeen the oppoſite policy, with reſpect to thoſe countries, uniformly purſued abroad; while the preſent Directors, contrary to former practice, have adopted a ſyſtem of even diſcouraging the emigration of free merchants and free mariners to India; which ſhould we attribute to ignorance, it would be ſuppoſing them unqualified for the direction; and if to deſign, it might be conſidered as an indirect accuſation of their wilfully favouring ſuch monopolies and abuſes as are ever the fruits of the worſt kinds of goverment; nay it might even lead to the ſuppoſition, that ſuch abuſes could be made the means of ſerving the purpoſes of Directors as much at home, as they have been known to do thoſe of their favourite ſubſtitutes abroad.

The double governments for Indian affairs, ſince the acquiſition of the important territories which were ſubdued by the ſubjects and forces of the ſtate, have been equal abſurdities on both ſides of the globe. It is even diſgraceful to the nation to hold them under ſuch flimſy diſguiſes as pretended grants of official contracts from merely nominal Princes, unknown to, and unacknowledged by every power in the world, except ſuch as make or wiſh to make the ſame temporary uſes of them, as the Engliſh Eaſt India Company have done. There is ſome-

* See AUTHENTIC PAPERS concerning INDIA AFFAIRS, pages 29 to 31, &c.

thing exceſſively ridiculous in the very idea of veſting a body of traders with unlimited ſovereign-authority, and ſetting them between the real Sovereign and people of this kingdom, and two mock Sovereigns and the whole people of the Bengal provinces, to play ſecurely their own game of advantage, to the prejudice of all the other parties, unleſs their ſtate pageants in India, who at leaſt get princely incomes by acting farcical characters.

No real ſecurity, either to the Company or kingdom, can ever be derived from nominal Nabôbs, or Moguls: for if their grants have not full force, but are diſputable, they have had immenſe annual ſtipends paid them to no kind of purpoſe: and if the authority they have been made to aſſume be of real efficacy in India, or Europe, then muſt ſuch grants be not only reſumable at pleaſure, but even transferrable at will, and of courſe at any time obtainable by the national rivals or enemies of Great Britain, for pretences to attack her in, or deprive her of ſuch poſſeſſions; whether as territories, farms, official contracts, or employments. Such diſguiſes, therefore, are not more ineffectual than they are dangerous; and could only have been contrived for temporary coverings to deceit and impoſture, though their tranſparency diſcovers apprehenſions that diſgrace the nation, and may furniſh pretences to others for queſtioning that right which would otherwiſe be thought clear.

When the Portugueze acquired their firſt territorial poſſeſſions on the coaſts of India, their Kings ſtiled themſelves, as they continue yet to do, Lords of the commerce and navigation of Ethiopia, Arabia, Perſia, and India: and we know of no nation's ever diſputing thoſe titles, or their right to any territories they had obtained. Innumerable are the inſtances of poſſeſſions gained by conqueſt, and likewiſe even by treachery, that were either never conteſted by other nations, or elſe were reſolutely maintained by power againſt all oppoſition. We well know how the Dutch and Spaniards got their poſſeſſions in Aſia and America, and likewiſe how ſpeedily they enjoyed them in peace, with an undiſputed title of right. By whatever means the Eaſt Indian provinces were obtained by the Company, they now are indiſputably the Property of the State: and as there is no perſon in India who can claim them as his right, ſo is there no power in Europe which has any right to diſpute His Majeſty's title to them both by conqueſt and peaceable poſſeſſion. The political eſtabliſhment in Bengal, in the year 1765, was therefore as unneceſſary, as it has ſince been experienced to prove pernicious; and certainly, if continued, it will be found ineffectual for the purpoſes pretended: and the affected fears with regard to foreign

powers,

powers, on the avowal of Engliſh Sovereignty over the conquered provinces, which were then ſo induſtriouſly infuſed into the minds of Directors, were evidently as groundleſs and idle as they moſt probably were inſincere.

With regard to any apprehenſions that might be entertained concerning the effect likely to be produced by the Sovereign's avowal of his right to thoſe dominions, and taking the adminiſtration of their Government under his immediate care, on conſtitutional conſiderations of endangering public liberty by ſuch an addition to crown-influence; the ſame reaſoning will hold good againſt all future eſtabliſhments from new diſcoveries; and if it had been formerly admitted, this nation would not now have been in poſſeſſion of its North American and Weſt Indian Colonies, with the immenſe advantages reſulting from them.

The Sovereign of Great Britain is now an Aſiatic Potentate, more capable perhaps of annoying or protecting than any other Power of the Eaſt; ſo that His preſent objects ſhould be far ſuperior to thoſe of merely ſupporting the monopoly of any particular community of traders, who perhaps are no longer neceſſary for ſerving even the ends for which they were incorporated. The queſtion now is not ſimply, if an incorporated excluſive Company can carry on the trade to and from the Eaſt Indies to greater national advantage than the whole ſubjects of Great Britain at large? but it comprehends another, which is, if one, two, or at moſt three men (for it is well known there always is ſuch a junto of leaders in the Committee of Correſpondence) from among twenty-four Directors *annually* choſen, who are moreover embarraſſed with their own as well as the Company's commercial affairs can, at the ſame time, govern, or conduct the Sovereignty of large wealthy and populous kingdoms, at ſuch a diſtance, to greater national ſecurity and advantage than the King, Lords and Commons of Great Britain?

Without entering into a diſcuſſion of the firſt queſtion, upon which, after the numberleſs tracts that have been publiſhed for an hundred and fifty years paſt, nothing new can now be ſaid, we will however venture to aſſert, that with reſpect to Bengal every argument in favour of that monopoly, which was formerly uſed with ſome * appearance of reaſon, while

* The reaſoning of Sir Joſiah Child upon this ſubject, to whoſe Opinions on Trade ſome have juſtly given great weight, was as follows:

"It has for many years been a moot caſe, whether any incorporating of merchants be for "public good or not.

"For my own part I am of opinion,

"1ſt. That for countries with which his Majeſty has no alliance, nor can have any by reaſon of "their diſtance, or barbarity, or non communication with the Princes of Chriſtendom, &c.

"where

while the trade thither depended upon the country powers of Hindoſtan not only falls to the ground now that the Engliſh are become Sovereigns, but militates with double force againſt the continuance of ſuch excluſive trade to thoſe ſubjected countries, where perhaps it would not only be right to lay the trade open to all Britiſh ſubjects, but likewiſe politic, under certain limitations, to encourage as much as poſſible even the ſhips of all other European nations to frequent thoſe Indian ports. But whatever may be the ſentiments of individuals on this point, with reſpect to the ſecond queſtion, it will be generally granted, that a commercial country with a deſpotic Sovereign who is the only merchant, as is, in fact, the preſent condition of Bengal, muſt be in a ſituation the reverſe of proſperity, that of ſwift approach to ruin; and if it be admitted, that all reſources which this nation can hope to reap from thoſe ſubjected dominions, muſt depend *entirely on their proſperity*, it will then follow, that there is become an abſolute neceſſity for the Britiſh legiſlature to ſeparate the Merchant from the Sovereign, for the preſervation of both.

" where there is a neceſſity of maintaining forces and forts (ſuch as Eaſt India and Guinea)
" Companies of Merchants are abſolutely neceſſary.
" 2d. It ſeems evident to me, that the greateſt part of thoſe two trades ought, for public good,
" to be managed by joint ſtock.
" 3d. It is queſtionable to me, whether any other Company of Merchants are for the public
" good, or hurt.
" 4th. I conclude, however, that all reſtrictions of trade are nought; and, conſequently, that no
" Company whatſoever, whether they trade in a joint ſtock, or under regulation, can be for
" public good, except it may be eaſy for all or any of his Majeſty's ſubjects to be admitted
" into all or any of the ſaid Companies, at any time, for a very inconſiderable fine; and that
" if the fine exceed 20l. including all charges of admiſſion, it is too much."

DISCOURSE OF TRADE, Chap. III.

Such was the reaſoning of even Sir Joſiah Child, who having for ſeveral years been Governor of the Eaſt India Company, muſt be ſuppoſed to have been as favourable to the cauſe of the monopoly as any preſent Leader of the Company naturally would be. But from Sir Joſiah's conduct in the management of the Company's affairs, there is farther reaſon to conclude he was not the moſt impartial of judges upon this point. In the year 1691, upon the death of Sir John Child (a relation of Sir Joſiah's) a Mr. John Vaux ſucceeded to the Government of Bombay. Mr. Vaux had been book-keeper in England to Sir Joſiah Child, and by the influence of his patron had been appointed judge in civil affairs; when Sir Joſiah, after reminding him of favours, admoniſhed him to practiſe ſeverity towards all thoſe who ſhould dare to queſtion the Company's power over Engliſh ſubjects in India; adding, that he expected *his orders* ſhould be obſerved and obeyed as laws. To which Mr. Vaux replying, that he, grateful for all paſt favours, would ſtrive to acquit himſelf with integrity and juſtice, reſolving the laws of his country ſhould be the regulators of his conduct, Sir Joſiah angrily anſwered him, " That he expected *his orders* were to be rules to him; and not the laws of England, " which were a heap of nonſenſe, compiled by a few country gentlemen, who hardly knew how " to make laws for the good government of their own private families, much leſs for the regulating " of companies and foreign commerce.—" I am the more particular" (continues our Author) " in " this account, becauſe I ſaw and copied both thoſe letters *in anno* 1696, when Mr. Vaux and I were " priſoners at Surat, on account of Captain Evory's robbing the Mogul's great ſhip called *The* " *Gunſway*." *See* ALEXANDER HAMILTON's *Account of the* EAST INDIES, vol. I. page 232, &c. printed in 1727.

Whenever juſtice and perſonal ſecurity, are made effectual, by an equitable adminiſtration of Government *throughout* the Bengal provinces, the immenſe capitals of many of the Indians, which are now locked up, will be all immediately and openly employed in commerce, to the great benefit of thoſe countries, and, eventually, of this kingdom. There would be ſoon no want of money to anſwer all the honeſt purpoſes of the huſbandman, the manufacturer, the dealer, or the merchant; ſo that inſtead of having the wonderful powers of thoſe countries cramped and rendered uſeleſs, and in danger of being ruined or loſt, as muſt otherwiſe ſoon be the caſe, an ample field would be opened for the moſt ſtrenuous exertions of all human abilities, which would ſoon put thoſe provinces on the moſt flouriſhing footing, to the great advantage of the Britiſh State.

Such laws as are requiſite for thoſe ſalutary purpoſes, a mere monopolizing Company can never have power to make, nor perhaps ever will have the vigour or inclination effectually to execute.

Whatever lures the Directors may now hold out to the nation, in applications for a new charter of Juſtice, and other pretended ſalutary regulations, by which they would appear to atone for paſt miſconduct, it may be proper to recollect, what the effects proved of their obtaining the laſt charter of juſtice; as we may from thence conclude, with reſpect to another, that under the pretence of remedying one defect, a thouſand new evils will be introduced. Even the chief ſervants of the Company abroad, while things are ſuffered to remain on their preſent footing, will be continually infuſing into the minds of temporary Directors at home opinions that are erroneous, on the view of favouring ſuch ſchemes as they will be continually contriving for the ſerving of themſelves. We do not mean here to condemn promiſcuouſly all the ſervants of the Company abroad, among whom there are ſome Gentlemen of the greateſt honour and integrity; but that does not invalidate our general conjecture, which is juſtified by the experience of what has paſt of late years. Nothing therefore but the eſtabliſhment, by Parliament, of the ſtrongeſt conſtitutional checks on the executive power in Bengal, can ever ſecure to the natives, or to thoſe who ſettle there under Britiſh protection, an equitable and honourable Adminiſtration of Government.

It is a fact well known abroad, that the late miniſter of France, the Duke de Choiſeul, gave up as totally overſet, all his ſchemes regarding the Eaſt Indies, upon his firſt hearing a report, current in the year 1768, that the Crown of Great Britain was going to take into its hands the government of the territorial poſſeſſions held by the Engliſh Eaſt India

India Company. It was the only thing the French then dreaded; it is the thing which they now moſt wiſh to ſee delayed, till they have an opportunity of ſtriking *a coup d'éclat* in thoſe regions; and it is the only meaſure which can ſecure the happineſs of the many millions of his Majeſty's Aſiatic ſubjects; the ample reſources which might, by proper management, be drawn from thence, in an uninterrupted channel, for ages to this nation, or even the poſſeſſion of the very territories themſelves, or of any advantage whatſoever from thoſe poſſeſſions.

Whatever may be determined by the wiſdom of the Britiſh legiſlature, the following powers, as exerciſed by the Company *in Bengal*, it is humbly conceived, muſt be taken from them, to prevent their deſtroying themſelves.

Firſt. The power of obſtructing, perverting, influencing, or interfering with the due courſe of juſtice.

Second. The aſſumed power, *in all caſes, of ſeizing their fellow-ſubjects*, and of impriſoning, and tranſporting them to Europe without trial, or any form of legal proceſs.

Third. All powers of oppreſſion through the pretended country-Nabôbs; and under their cloke of obſtructing, fettering and monopolizing the inland trade *in* Bengal; which is no way requiſite for the carrying on of their excluſive trade *to and from* India, in an equitable and beneficial manner, but on the contrary, is totally repugnant thereto.

Fourth. The power of preventing any Britiſh ſubject whomſoever from going to reſide or eſtabliſh himſelf in India, who is deſirous thereof, and willing to ſubmit to the laws of the community.

To effect, in part, the firſt and third of theſe ſalutary reſtrictions, without which the inhabitants can never be ſecure either in perſon or property, the following are ſubmitted to the conſideration of the public, as hints of what will be neceſſary.

1ſt. To render the Mayor's Court of Calcutta totally independent of the Governor and Council.

2d. A Court of Appeals to be eſtabliſhed, independent either of the Governor and Council, or any other power in India.

3d. A certain number of the members of the Court of Appeals, of the Mayor's Court, and of the Company's Council, to be conſtituted Juſtices of the Peace and Joint Commiſſioners of Oyer and Terminer and General Gaol Delivery.

4th. Not to confine the juriſdiction of his Majeſty's Courts, as at preſent, within the *Marahtah* Ditch which ſurrounds Calcutta, but

to extend it at leaſt to all the Company's principal factories at Burdwân, Midnipore, Chittigong, Dacca, Patna, Coſſimbazár, &c. where the natives ſhould have the ſame facility of obtaining juſtice againſt European oppreſſors or their agents, as in the capital ſettlement of Calcutta.

Notwithſtanding what intereſted perſons may alledge, in order to baffle this laſt moſt neceſſary regulation, that it would introduce confuſion, and be impracticable, from the religious tenets and cuſtoms of the natives, we aſſert that there would be no confuſion or inconvenience whatever from it, provided ſome very ſimple regulations were made, ſuch as neither Eaſt India Directors, not the Legiſlators of this Kingdom can want information of, whenever they are ſeriouſly inclined to eſtabliſh a right ſyſtem of juſtice for the government of Bengal.

The inhabitants, who, as we have obſerved, are groaning under the moſt unbounded *deſpotiſm*, would receive any ſuch regulations with the utmoſt joy: and it may rationally be hoped, that thoſe we have already hinted at would at leaſt put a ſtop to the moſt hurtful enormities, till the Britiſh government could be enabled to judge of their efficacy, or have time to form a ſyſtem, ſuitable to their own wiſdom, that might prove as laſting and effectual as could rationally be expected from any human inſtitution.

The *ſecond* power we have mentioned, as aſſumed by the Company, would naturally be aboliſhed by the regulations already recommended. But in order to prevent this ſpecies of kidnapping in India, which has been hitherto practiſed by the Company, under the pretended ſanction of the legiſlature, ſomething more is neceſſary.

By an act of the 31ſt of Charles the Second, entitled, "*An act for "the better ſecuring the liberty of the ſubject, and for prevention of impri-"ſonments beyond the ſeas,*" it was enacted, that "if any *inhabitant of England* ſhould be ſeized, impriſoned, tranſported, or ſent a priſoner into any places beyond the ſeas, contrary to that act, every ſuch impriſonment ſhould be adjudged illegal, and the party aggrieved might thereupon maintain an action, or actions of falſe impriſonment, againſt the perſon or perſons who ſo impriſoned him, or againſt any perſon or perſons that ſhould frame, contrive, write, ſeal, or counter-ſign any warrant or writing for ſuch commitment, detainer, impriſonment, or tranſportation; or ſhould be adviſing, aiding, or aſſiſting in the ſame, or any of them; and the plaintiff, in every ſuch action, ſhould have judgment to recover his *treble coſts*, beſides *damages*; which damages ſo to be given, it is enacted, ſhall *not* be leſs than *five hundred pounds*. In which action, no delay, ſtay, or ſtop of proceeding, by rule, order, or command,

nor no injunction, protection, or privilege whatſoever, nor any more than one imparlance ſhall be allowed, excepting ſuch rule of the court wherein the action ſhall depend, made in open court, as ſhall be thought in juſtice neceſſary, for ſpecial cauſe to be expreſſed in the ſaid rule. And *the perſon or perſons who ſhall knowingly frame, contrive, write, ſeal, or counterſign* any warrant for ſuch commitment, detainer or tranſportation, or ſhall ſo commit, detain, impriſon, or tranſport any perſon or perſons contrary to this act, *or be any ways adviſing, aiding or aſſiſting therein*, being lawfully convicted thereof, *ſhall be diſabled from thenceforth to bear any office of truſt or profit within the ſaid realm of England, or any of the dominions thereunto belonging. And ſhall incur and ſuſtain the pains, penalties and forfeitures limited, ordained and provided in and by the ſtatute of proviſion and præmunire, made in the ſixteenth year of King Richard the Second, and be incapable of any pardon from the King, his heirs or ſucceſſors, of the ſaid forfeitures, loſſes, or diſabilities, or any of them.*" And it is well known, that the 43d article of MAGNA CHARTA runs thus. "No freeman ſhall be taken, nor impriſoned, nor diſſeized, nor outlawed, nor exiled, nor deſtroyed in any manner; nor will we paſs upon him, nor condemn him, but by lawful judgment of his peers, or by the law of the land."

While ſuch, therefore, continues to be the avowed practice of the Eaſt India Company, in oppoſition to the letter and ſpirit of the fundamental laws of this country, it would appear that Britons who go out to India in their ſervice, and who ſhould rather on that account be entitled to every indulgence, on the contrary are made to forfeit the privileges of their birthright by ſuch emigration. The loſſes and hardſhips ſuffered by a ſubject ſeized *in India* and brought away by force, and the bad conſequences thereof to the community, from what we have already ſhewn, muſt be allowed to be an hundred-fold greater than thoſe ſuſtained by a perſon's being kidnapped *in England*. We have alſo in another place ſhewn, that the uſe of this power is even contrary to the true intereſts of the Company, as the free exerciſe of the Britiſh laws in India muſt be the beſt check, and perhaps is the only controling power which they want, or can have over their own ſuperior ſervants. There is therefore, for the ſake of public credit and ſecurity, not only a neceſſity for formally declaring all ſuch ſeizures and tranſportations illegal, but for eſtabliſhing ſuch legal penalties and forfeitures, upon the plan of the act already quoted, as ſhall effectually prevent ſuch oppreſſions in future: and it is preſumed the Britiſh legiſlature, after being acquainted with the enormities practiſed in Bengal, as ſet forth in theſe pages, will be willing to withdraw their pretended ſanction from ſuch practice, and to declare

their

their diſapprobation of the Company's ſeizing, impriſoning, tranſporting and ruining their fellow-ſubjects, *unaccuſed* and *unheard*.

The *fourth* power poſſeſſed by the Company, which is that of preventing Britiſh ſubjects from going out and eſtabliſhing themſelves in India, is alſo alike unneceſſary, and repugnant to the real intereſts of the ſubjected countries and this kingdom. Inſtead of preventing or diſcouraging Europeans, on the countrary, every encouragement ſhould be given to them to go out and eſtabliſh themſelves in India, as well for their being the moſt natural ſecurity of the conquered countries, as for the inſtruction of the natives in the European arts, in the cultivation and manufacturing of all the articles produced in thoſe countries, in almoſt every one of which there is room for great improvements by ſuch means. The Company ſhould, therefore, either be deprived of this power totally, or at leaſt be obliged, without the power of a negative, to permit every perſon's going out who *ſhall apply for* leave, under certain equitable regulations, which might be eaſily eſtabliſhed, and rendered effectual for preventing an improper emigration.

From what we have very lately ſeen, even ſince the publication of the firſt edition of this work, we will not heſitate to aſſert, that if any ſyſtem be adopted by Parliament merely upon the plans of bills drawn up by the Directors of the Eaſt India Company, ſuch ſyſtem will be found ineffectual for every ſalutary purpoſe. Their bills will be always artfully calculated to confirm that dangerous deſpotiſm which they have ever in view, under which the dominions in Bengal can never proſper. It will, therefore, be highly neceſſary to have the ſtricteſt regard to every word of ſuch regulations as may be propoſed to Parliament on the part of the Company, before they are ſuffered to paſs into a law.

The foregoing are only conſiderations and hints, which the writer of theſe ſheets, as a ſincere well-wiſher to this Kingdom, hath preſumed reſpectfully to ſubmit to the public, to be improved on by thoſe who may know better than himſelf what is fitting to be done. It is now the turn of Great Britain to avail herſelf of thoſe advantages which a ſeries of fortunate circumſtances have thrown in her way. She has as yet in her poſſeſſion the prime part of Hindoſtân, which, with proper management, might be rendered the richeſt jewel in the Britiſh Crown, by being made an inexhauſtible ſource of extenſive commerce, maritime power and national wealth. She has in full view before her, the rocks on which her predeceſſors have ſplit in India, the imminent dangers to which ſhe is at preſent expoſed, and perhaps ſhe has no time to loſe in preparing to eſcape them.

It does not require the gift of prophecy to foretell, if the affairs of the Company in India, but particularly in Bengal, continue to be administered for a few years longer in the manner they have been for ſome years paſt, and the making of laws and bye-laws *for the government of thoſe dominions* be in any degree left to the Directors and ſervants of the Company, that thoſe countries will be irretrievably ruined, and the exaſperated natives muſt ſeek their own relief, or revenge, by inſurrections and maſſacres. If therefore the Legiſlature ſhould longer withhold their effectual protection and paternal care from the oppreſſed Aſiatics, they will hazard all the reſources which Bengal at preſent may be ſaid to offer to this Kingdom: and if the Proprietors of Eaſt India Stock ſhould refuſe their effectual and hearty concurrence in every ſalutary meaſure for the relief of the native inhabitants, they will juſtly deſerve to ſuffer the loſs of ſuch of their property as depends on the trade and poſſeſſion of the Bengal Provinces.

Were there even a poſſibility of the Intereſts of the India Company and the Happineſs and Proſperity of the Natives of thoſe countries which are under their dominion being repugnant to each other, the advantages derived from the connection would be of very ſhort duration. Humanity muſt revolt at the thought: The Honour of this Country never can conſent, for the paltry conſideration of a ſhort-lived pecuniary emolument, to effect the deveſtation of ſuch rich and fertile countries, and the extirpation or ruin of ſo many millions of civilized, inoffenſive and induſtrious inhabitants; or to ſacrifice thoſe ſolid and permanent advantages which might be derived to this country from a proper Syſtem of Government.——Thus much is due from the Writer to thoſe Diſtreſſed People, to whoſe unreſtrained induſtry he chiefly owed that Fortune, of which he has been deprived by the Oppreſſion of the Eaſt India Company.

APPENDIX.

APPENDIX.

No I.

COPY of a Treaty between Colonel Robert Clive, on the part of the Engliſh Eaſt India Company, and Serajah al Dowlah, Nabob of Bengal, in February 1757.

Signed MUNSUR AL MULUK SERAJAH AL DOWLAH SHAH KULY KHAWN BAHADER HYBUT JUNG, Servant of King ALLUM GUEER the Invincible.

LIST OF DEMANDS.

1. That the Company be not moleſted upon account of ſuch Privileges as have been granted them by the King's firmaun and huſbulhookums, and the firmaun and huſbulhookums remain in full force. That the villages * which were given to the Company by the firmaun, but detained from them by the Subahdars, be likewiſe allowed them; nor let any impediment or reſtriction be put upon the Zemindars.

Agreed to according to the tenor of the firmaun.

2. That all goods belonging to the Engliſh Company, and having their duſtuck, do paſs freely by land or water in Bengal, Bahar, and Oriſſa, without paying any duties or fees of any kind whatſoever; and that the Zemindars, Chokeydars, Guzerbauns, &c. offer them no kind of moleſtation upon this account.

It is agreed to.

3. That reſtitution be made the Company of their factories and ſettlements at Calcutta, Coſſimbazar, Dacca, &c. which have been taken from them. That all money and effects taken from the Engliſh Com-

* This means thirty-ſeven villages contiguous to Calcutta, which the Company applied to the Emperor Furrukhſeer, in 1716, for *Liberty to purchaſe* from the Zemindars. They were not given to the Engliſh by that Emperor, but it was only allowed them to purchaſe the ſame: however the Zemindars in Jaffier Khawn's time would not part with them, and they were at laſt moſtly wreſted from them by fraud and violence.

pany, their factors and dependents, at their ſeveral ſettlements and aurungs, be reſtored in the ſame condition. That an equivalent in money be given for ſuch goods as are damaged, plundered, or loſt, which ſhall be left to the Nabob's juſtice to determine.

Whatever has been ſeized by the government ſhall be reſtored.

4. That the Company be allowed to fortify Calcutta in ſuch a manner as they ſhall eſteem proper for their defence, without any hindrance or obſtruction.

It is agreed to.

5. That ſiccas be coined at Allenagore (Calcutta) in the ſame manner as at Murſhedabâd, and that the money ſtruck in Calcutta be of equal weight and fineneſs with that of Murſhedabâd. There be no demand made for a deduction of batta.

It is agreed, that bullion imported by the Company be coined into ſiccas.

6. That theſe propoſals be ratified in the ſtrongeſt manner in the preſence of God and his Prophet, and ſigned and ſealed to by the Nabob and ſome of his principal people.

In the preſence of God and his Prophet, theſe articles are ſigned and ſealed.

7. And Admiral Charles Watſon and Colonel Clive promiſe in behalf of the Engliſh nation, and of the Engliſh Company, that from henceforth all hoſtilities ſhall ceaſe in Bengal, and the Engliſh will always remain in peace and friendſhip with the Nabob, as long as theſe articles are kept in force, and remain unviolated.

On condition that an agreement under the Company's ſeal, and ſigned by the Company's Council, and ſworn to according to their religion, be ſent me; I agree to the articles which I have counterſigned.

Signed AEZ AL MULUK MORAD AL DOWLAH NOWARISH ALLY KHAWN BAHADER ZAOOER JUNG, a Servant of King ALLUM GUEER the Invincible.

MEER JAFFIER KHAWN BAHADER, a Servant of King ALLUM GUEER the Invincible.

RAJAH DOOLUBRAM BAHADER, a Servant of King ALLUM GUEER the Invincible.

Witneſs, Mohindar Narrain, *Canongo.*

Witneſs, Lucki Narrain, *Canongo.*

Agreeement

Agreement of the Company, ſigned by the Governor and Committee, the 9th February 1757.

We the Eaſt India Company, in the preſence of his Excellency the Nabob Munſûr al Muluk Serajah al Dowlah Shah Kuly Khawn Bahader Hybut Jung, Nazim of Bengal, Bahar, and Oriſſa, by the hands and ſeal of the Council, and by firm agreement and ſolemn atteſtation, do declare, That the buſineſs of the Company's factories within the juriſdiction of the Nabob ſhall go on in its former courſe: that we will never oppreſs or do violence to any perſons without cauſe: that we will never offer protection to any perſons having accounts with the government, any of the King's Talookdars or Zemindars, nor murderers, nor robbers: that we will never act contrary to the tenor of the articles agreed to by the Nabob: that we will carry on our buſineſs as formerly; and will never, in any reſpect, deviate from this agreement.

Agreement of Colonel Clive with the Nabob, the 7th February 1757.

I Colonel Clive, Sabut Jung Bahader, Commander of the Engliſh land forces in Bengal, do ſolemnly declare, in the preſence of God and our Saviour, that there is peace between the Nabob Serajah al Dowlah and the Engliſh: they, the Engliſh, will inviolably adhere to the articles of the treaty made with the Nabob; that, as long as he ſhall obſerve his agreement, the Engliſh will always look upon his enemies as their enemies; and, whenever called upon, will grant him all the aſſiſtance in their power.

N° II.

Copies of perwanahs from Serajah al Dowlah, Nabob of Bengal, granted to the Eaſt India Company, for erecting a mint at Calcutta, and for the currency of their buſineſs; with a copy of the Nabob's duſtuck, dated in March 1757.

Perwanah for duſtucks from Serajah al Dowlah, dated 9th of the Moon Rajeb.

The Engliſh Company's goods have been carried backward and forward by land and water, always through the provinces of Bengal, Bahar,

and Oriſſa, by the duſtuck and ſeal of the ſaid Company, by virtue of the King's firmaun, which is alſo now confirmed by me. Take care, on no pretence to interrupt their carrying their goods backwards and forwards through all the chokeys whatſoever, and not to demand any ghatbarry, mangon, &c. according to the King's firmaun. Let them paſs and repaſs without receiving a ſingle cowrie from any of their people; and *interfere not with the Engliſh Company's gomaſtahs on any account*, but rather take care, that through all your diſtricts their buſineſs be not obſtructed in any way.

Fifteen perwanahs of the ſame tenor and date were granted under the ſeal of the Nabob Serajah al Dowlah to the Rajahs and Zemindars.

Perwanah under the ſeal of Nabob Munſur al Muluk Serajah al Dowlah Bahader Hybut Jung, dated 9th of Rajeb (*31ſt March 1757*) in the 3d year of the glorious reign Mohunlol.

All goods belonging to the Engliſh Company, which by virtue of the royal mandate uſed to paſs and repaſs with the ſaid Company's duſtucks by land or water, through the province of Bengal, Bahar, and Oriſſa, I have at this time granted a free currency to, in the ſame manner, and with the ſame privlleges as formerly: it is neceſſary that your Excellency write to the Officers at Dacca, Chittigong, Jugdea, Akbarnagur, Silhett, Rangamatty, Chilmary, and Mahmudabad Purnea, that they ſuffer the ſame goods to paſs up and down the rivers without any moleſtation or impoſition of ghatbarry (a tax laid upon boats) or any other articles forbidden by the royal court; nor exact the ſmalleſt ſum from them, nor any ways oppreſs the Company's gomaſtahs or dependents. Let them be punctual in this duſtuck.

Under the ſeal of the Nabob Serajah al Dowlah, &c. dated (about the 9th March 1757) 17th Jemmade Sauni, the third year of the King's glorious reign.

To all Fowzdars, Zemindars, Chokeydars, and overſeers of the way of the provinces of Bengal, Bahar, and Oriſſa.

All goods belonging to the Engliſh Company, which by virtue of the royal mandate uſed to paſs and repaſs through the foregoing provinces, by land and water, with the Company's duſtucks, I have at this time granted a free currency to, in the ſame manner as formerly, and with the confirmation of their former privileges. Let all goods, having the Engliſh

Companny's duſtuck, paſs as before, up and down the river, without any moleſtation or impoſition of ghatbarry, or any other articles forbidden by the royal court; nor exact the ſmalleſt ſum from them, nor oppreſs the Company's dependents. In this be punctual, and act conformably to this writing.

Perwanah of the Nabob Serajah al Dowlah to the Honourable Company, for erecting a mint in Calcutta.

From the date of the firſt of the moon Shaban, the fourth ſun ſiccas are begun to be ſtampt, and through all the mint-houſes the new ſiccas of the fourth ſun are coined. Take care and erect a mint in Calcutta (called Allenagore) and ſtamp gold and ſilver rupees out of the bullion and gold imported by your nation, of the weight of rupees of gold and ſilver coined at Murſhedabâd, under the name of Allenagore (Calcutta) ſhall you coin your money, it ſhall paſs for land revenues, &c. and no body will aſk or ſet any batta upon them; only take care not to coin the gold and ſilver of other nations.

No III.

Copy of a Treaty between Colonel Robert Clive, on the Part of the Engliſh Eaſt India Company, and Meer Jaffier Ally Khawn, upon the Colonel's placing that officer in the Nabobſhip of Bengal in June 1757.

I ſwear by God and the Prophet of God, to abide by the terms of this treaty whilſt I have life *.

Signed MEER MAHOMED JAFFIER KHAWN BAHADER,
Servant to King ALLUM GUEER.

1. Whatever articles were agreed upon in the time of peace with the Nabob Serajah al Dowlah Munſur al Muluk Shah Kuly Khawn Bahader Hybut Jung, I agree to comply with.

2. The enemies of the Engliſh are my enemies, whether they be Indians or Europeans.

* Theſe words were wrote in his own hand.

3. All the effects and factories belonging to the French in the province of Bengal (the Paradiſe of nations) and Bahar, and Oriſſa, ſhall remain in the poſſeſſion of the Engliſh, nor will I ever allow them any more to ſettle in the Three Provinces.

4. In conſideration of the loſſes which the Engliſh Company have ſuſtained by the capture and plunder of Calcutta by the Nabob, and the charges occaſioned by the maintenance of the forces, I will give them one crore of rupees.

5. For the effects plundered from the Engliſh inhabitants at Calcutta, I agree to give fifty lacks of rupees.

6. For the effects plundered from the Gentoos, Muſſulmen, and other ſubjects of Calcutta, twenty lacks of rupees ſhall be given.

7. For the effects plundered from the Armenian inhabitants of Calcutta, I will give the ſum of ſeven lacks of rupees. The diſtribution of the ſums allotted the natives, the Engliſh inhabitants, Gentoos, and Muſſulmen, ſhall be left to the Admiral and Colonel Clive (Sabut Jung Bahader) and the reſt of the Council, to be diſpoſed of by them to whom they think proper.

8. Within the ditch which ſurrounds the borders of Caclutta are tracts of land belonging to ſeveral Zemindars; beſides this, I will grant the Engliſh Company ſix hundred yards without the ditch.

9. All the land lying ſouth of Calcutta, as far as Culpee, ſhall be under the Zemindary of the Engliſh Company, and all the officers of thoſe parts ſhall be under their juriſdiction. The revenues to be paid by them (the Company) in the ſame manner with other Zemindars.

10. Whenever I demand the Engliſh aſſiſtance, I will be at the charge of the maintenance of them.

11. I will not erect any new fortifications below Hoogly, near the river Ganges.

12. As ſoon as I am eſtabliſhed in the government of the Three Provinces, the aforeſaid ſums ſhall be faithfully paid. Dated 15th Ramzan, in the 4th year of the reign.

Additional Article.

13. On condition that Meer Jaffier Khawn Bahader ſhall ſolemnly ratify, confirm by oath, and execute all the above articles, which the under-written on behalf of the Honourable Eaſt India Company do, declaring on the holy Goſpels, and before God, that we will aſſiſt Meer Jaffier Khawn Bahader with all our force, to obtain the ſubahſhip of the provinces of Bengal, Bahar, and Oriſſa; and further that we will aſſiſt him

to

to the utmoſt againſt all his enemies whatever, as ſoon as he calls upon us for that end; provided that he, on his coming to be Nabob, ſhall fulfil the aforeſaid articles.

No IV.

Copy of the General Sunnud from the Nabob Meer Jaffier Ally Khawn, for the currency of the Company's buſineſs, and relative to the mint, dated 15th July 1757.

To all Mutſeddees, preſent or future, all Naibs, Fowzdars, Zemindars, Chowdrys, Canongos, &c. Servants of the government in the provinces of Bengal, Bahar, and Oriſſa.

Know, that by the royal firmaun and huſbulhookums the Engliſh Company are pardoned (Maaf exempt) from all duties; therefore I write,

That whatever goods the Company's gomaſtahs may bring or carry to or from their factories, the aurungs, or other places, by land or by water, with a duſtuck from any of the chiefs of their factories, you ſhall neither aſk nor receive any ſum, however trifling, for the ſame. Know, they have full power to buy and ſell; you are by no means to oppoſe it; you are not to require from the Company's gomaſtahs, the mongons, or any other of the Zemindar's impoſitions.

The Company's gomaſtahs ſhall buy and ſell the Company's goods *without the intervention of dallals*, unleſs the gomaſtahs are ſatisfied to employ them; you are to aſſiſt them on all occaſions wherever they buy or ſell. Whoever acts contrary to theſe orders, *the Engliſh have full power to puniſh them*. If any of the Company's goods are ſtolen you are to recover the very effects ſtolen, or make good their amount. Any merchants or others, on whom the Company have any lawful demands, you are to ſee that the ſame be paid to their gomaſtahs. Take care that no one wrong or oppreſs the Company's gomaſtahs. You are not to require or ſtop their boats on pretence of the ghatbarry or other duties on boats, whether they be the Company's own boats, or boats hired by their gomaſtahs; you are to give credit to the copies of all the ſunnuds to the Company under the Kâzy's ſeal, without requiring the original. Any of the Company's debtors running from them, you are not to give them protection or plead for them, but are to deliver them up to the Company's

pany's gomaſtahs. The Fowzdary-charges, &c. impoſitions of the Fowzdars, which are forbid by the King, you ſhall not demand of the Engliſh, their gomaſtahs, or inhabitants. Whenever the Engliſh Company deſire to ſettle a new factory, beſides thoſe they are already poſſeſſed of in the provinces of Bengal, Bahar, and Oriſſa, you are to give them *forty begas of the King's land.* If any of the Engliſh ſhips are driven by bad weather or wrecked in any of the ports or other places, you are to aſſiſt them all in your power, and ſee that the goods are reſtored to the Company; and you are not to require the *Choutarry*, &c. which the King has forbid.

A mint is eſtabliſhed at Calcutta; coin ſiccas and gold mohurs of equal weight and fineneſs with the ſiccas and gold mohurs of Murſhedabâd. They ſhall paſs in the King's treaſury.

All that I have wrote muſt be done; do as I have wrote, nor aſk a new ſunnud every year. The 27th of the Moon Showall, and 4th of the King's reign, being the 15th of the month of July 1757.

N° V.

Copy of a Perwanah from the Nabob Meer Jaffier Ally Khawn, for the currency of gold and ſilver coined in the Company's mint at Calcutta, dated the 28th July 1757.

To the High and Mighty, the bold and valiant Commanders, the greateſt of Merchants, the Engliſh Company, on whom may the King's favour reſt for ever.

A mint has been eſtabliſhed at Calcutta; continue coining gold and ſilver into ſiccas and mohurs of the ſame weight and ſtandard with thoſe of Murſhedabâd; the impreſſion to be *Calcutta*; they ſhall paſs current in the provinces of Bengal, Bahar, and Oriſſa, and be received into the treaſury; there ſhall be no obſtruction or difficulty for *Cuſſore*——Under the ſeal of Fidvee Allum Gueer Badſha Gazee, Sujah al Muluk Hoſſam ô Dowla, Meer Mahomed Jaffier Khawn Bahader Mahabut Jung, 11th Zilcade, 4th of the King's reign.

N° VI.

N° VI.

Copy of a perwanah from the Nabob Meer Jaffier Ally Khawn, dated the 20th December 1757, relative to the Zemindary of the lands ſouth of Calcutta, granted to the Company by the treaty with the ſaid Nabob.

Perwanah for the granted lands.

Seal of the Nabob Jaffier Ally Khawn.

1170. ALLUM GUEER, Emperor, fighting for the Faith, his devoted *MEER MAHOMED* JAFFIER ALLY KHAWN BAHADER SHUJAH AL MULUCK HOSSAM O DOWLAH MAHABUT JUNG.

Anno 4.

Ye Zemindars, Chowdrys, Talookdars, Muckaudums, Recayahs, Morſawreans, Mootawettawahs, of the Chucklahs of Hoogly, and others ſituated in Bengal, the terreſtrial Paradiſe.---Know, that the Zemindary, Chowdrawy, and Talookdarry of the countries in the ſubjoined liſt, hath been given by treaty to the moſt illuſtrious and moſt magnificent the Engliſh Company, the glory and ornament of trade. The ſaid Company will be careful to govern according to eſtabliſhed cuſtom and uſage, without any gradual deviation, and watch for the proſperity of the people. Your duty is, to give no cauſe of complaint to the Recayahs of the Company, who on their part are to govern with ſuch kindneſs, that huſbandry may receive a daily increaſe, that all diſorders may be ſuppreſſed, drunkenneſs and other illicit practices prevented, and the imperial tributes be ſent in due time. Such part of the above-ſaid country as may be ſituated to the weſt of Calcutta, on the other ſide of the Ganges, does not belong to the company. Know then, ye Zemindars, &c. that ye are dependents of the Company, and that ye muſt ſubmit to ſuch treatment as they give you, whether good or bad; and this is my expreſs injunction.

Twenty-four Mahals.

The Pergunnah of - - - - - - Magurah.
Ditto - - - - - - - - - - Khaſſpoor.
Ditto - - - - - - - - - - Medonmul.
Ditto - - - - - - - - - - Ektiarpoor,

The Pergunnah of - - - - - -	Burridgehatty.
Ditto - - - - - - - - -	Azimabad.
Ditto - - - - - - - - - -	Muragaſſa.
Ditto - - - - - - - - - -	Peechacooly.
Part of the Pergunnah of - - -	Shahpoor.
	Shah Nagur.
Part of the Pergunnah of - - -	Ghur.
The Pergunnah of - - - - -	Kary Jurey.
Ditto - - - - - - - - -	Duccan Sagor.
Part of the Pergunnah of - - - -	Calcutta.
Part of the Pergunnah of - - - -	Paikan.
Part of the Pergunnah of - - -	Munpoor.
Part of the Pergunnah of - - -	Ameerabad.
Part of the Pergunnah of - - -	Mahomed Ameerpoor.
Saltpans, or - - - - - - -	Mellung Mahal.
The Pergunnah of - - - - - -	Hattiagur.
Ditto - - - - - - - - -	Meida,
Part of the Pergunnah of - - -	Akbarpoor.
Part of the Pergunnah of - - -	Bellia.
Part of the Pergunnah of - - -	Buſſindarry.

Dated the * 5th of Rabbi al Sauni, *anno quarto.*

(In the Nabob's own hand, ſerving by way of ſign manual.) It is written *Finis.*

(In Maha Rajah Doolubram's own hand, as Naib) *Seen.*

(In Rajah Raage Bullub's own hand, as Huſſoor Neviſe) the 5th of Rabbi al Sauni, *anno quarto.* Regiſtered in the imperial regiſter.

(In Rajah Cunjoo Beharree's own hand, as Dewan of Bengal, the 5th of Rabbi al Sauni, *anno quarto.* Regiſtered in the Dewannee regiſter.

No VII.

Copy of the Mutchulcah, or obligatory bond, given by the Company upon their being appointed Zemindars of the lands ſouth of Calcutta, dated

We the Engliſh Company do declare, That whereas the office of the Zemindary of the Kiſmut Pergunnah of Calcutta, &c. of the Sircar Sautgaum, &c. belonging to the Paradiſe of Nations, the Subah of Bengala,

* About the 20th Dec. 1757.

in conſideration of the ſum of twenty thouſand one hundred and one rupees (20,101) peſhcuſh, &c. to the Imperial Sircar, from the month Pooſs (anno 1164) in the year eleven hundred and ſixty-four of the Bengal æra, has been conferred on us, to the end that we attend to the rules and cuſtoms thereof as is fitting, nor in the leaſt circumſtance neglect or withhold the vigilance and care due thereto; that we deliver into the treaſury in the proper times the due rents of the Sircar; that we behave in ſuch manner to the inhabitants and lower ſort of people, that by our good management the ſaid Pergunnahs may flouriſh and encreaſe; that we ſuffer no robbers nor houſebreakers to remain within our diſtricts, and take ſuch care of the king's highways, that the travellers and paſſengers may paſs and repaſs without fear or moleſtation; that (which God forbid) if the effects of any perſon be plundered or ſtolen, we diſcover and produce the robbers or thieves, together with the goods, and deliver the goods to the owners, and the criminals to condign puniſhment, or elſe that we ourſelves be reſponſible for the ſaid goods.—That we take eſpecial care, that no one be guilty of any crime or drunkenneſs within the limits of our zemindary: that after the expiration of the year we take a diſcharge according to cuſtom, and that we deliver the accounts of our zemindary agreeable to the ſtated forms every year, into the Duſter Khana of the Sircar; and that we refrain from demanding the articles forbidden by the Imperial Court, the aſylum of the world.

For this reaſon we have given this writing as a mutchulcah and agreement, that upon any occaſion recourſe may be had thereto.

No VIII.

Copy of a treaty between Meer Mahomed Coſſim Ally-Khawn, and the Engliſh Eaſt India Company, on their depoſing of Meer Jaffier, and making Meer Coſſim Nabob of Bengal. Dated the 27th September 1760.

MEER MAHOMED COSSIM KHAWN.

Company's Seal.

BAHADER's Seal.

Two treaties have been written of the ſame tenor and reciprocally exchanged, containing the articles under mentioned, between Meer Ma-

homed Coſſim Khawn Bahader, and the Nabob Shums ô Dowlah, Governor Vanſitart, and the reſt of the council for the affairs of the Engliſh Company, and during the life of Meer Mahomed Coſſim Khawn Bahader, and the duration of the factories of the Engliſh Company in this country, this agreement ſhall remain in force. God is witneſs between us, that the following articles ſhall in no wiſe be infringed by either party.

Firſt Article. The Nabob Meer Mahomed Jaffier Khawn Bahader ſhall continue in poſſeſſion of his dignities, and all affairs be tranſacted in his name, and a ſuitable income ſhall be allowed for his expences.

Second Article. The Neabut of the Subahdaree of Bengal, Azimabad (the capital of Bahar, commonly called Patna) and Oriſſa, &c. ſhall be conferred by his excellency the Nabob on Meer Mahomed Coſſim Khawn Bahader; he ſhall be veſted with the adminiſtration of all affairs of the provinces, and after his excellency he ſhall ſucceed to the government.

Third Article. Betwixt us and Meer Mahomed Coſſim Khawn Bahader a firm friendſhip and union is eſtabliſhed, his enemies are our enemies, and his friends are our friends.

Fourth Article. The Europeans and Telengas of the Engliſh army ſhall be ready to aſſiſt the Nabob Meer Mahomed Coſſim Khawn Bahader in the management of all affairs; and in all affairs dependent on him they ſhall exert themſelves to the utmoſt of their abilities.

Fifth Article. For all charges of the Company and of the ſaid army and proviſions for the field, &c. the lands of Burdwan, and Midnipore, and Chittigong, ſhall be aſſigned, and ſunnuds for that purpoſe ſhall be written and granted. The Company is to ſtand to all loſſes, and receive all the profits of theſe three countries, and we will demand no more than the three aſſignments aforeſaid.

Sixth Article. One half of the chunam (or lime) produced at Shilhett for three years ſhall be purchaſed by the gomaſtahs of the Company, from the people of the government, at the cuſtomary rate of that place. The tenants and inhabitants of thoſe diſtricts ſhall receive no injury.

Seventh Article. The balance of the former Tunkhaw ſhall be paid according to the kiſtbundee (or account of ſtated payments) agreed upon with the Royroyan; the jewels which have been pledged ſhall be received back again.

Eighth Article. We will not allow the tenants of the Sircar to ſettle in the lands of the Engliſh Company, neither ſhall the tenants of the Company be allowed to ſettle in the lands of the Sircar.

Ninth

Ninth Article. We will give no protection to the dependents of the Sircar in the lands or in the factories of the Company, neither ſhall any protection be given to the dependents of the Company in the lands of the Sircar; and whoſoever ſhall fly to either party for refuge ſhall be delivered up.

Tenth Article. The meaſures for war or peace with the Shahzada, (meaning the prince Ally Gohar) and raiſing ſupplies of money, and the concluding both theſe points, ſhall be weighed in the ſcale of reaſon, and whatever is judged expedient ſhall be put in execution; and it ſhall be ſo contrived by the joint councils, that he be removed from this country, nor ſuffered to get any footing in it. Whether there be peace with the Shahzada, or not, our agreements with Meer Mahomed Coſſim Khawn Bahader, we will (by the name of God) inviolably obſerve, as long as the *Engliſh* Company's factories continue in this country. Dated the * 17th of the month Seffer in the 1174th year of the Hegira.

No IX.

Copies of the Sunnuds given by the Nabob Meer Mahomed Coſſim Ally Khawn to the Company, *granting* them the provinces of Burdwan, Midnipore, and Chittigong, or Iſlamabad: alſo the chunam (or lime) produced at Shilhett for three years.

Sunnud under the ſeal of the Nabob Naſſer al Muluck Imteaz ô Dowlah Neſſerat Jung, Meer MAHOMED COSSIM KHAWN BAHADER.

To the Zemindars, Canongoes, Talookdars, Tenants, Huſbandmen, and Chief of the villages of the pergunnah of Burdwan, &c. the zemindary of the Rajah Tilluckchund, in the diſtricts of the Subah of Bengal. Be it known, that whereas divers wicked people have traiterouſly ſtretched forth their hands to plunder the ſubjects and waſte the royal dominions; for this reaſon, the ſaid pergunnah, &c. is granted to the Engliſh Company, in part for diſburſements of their expences, and the monthly maintenance of five hundred European horſe,

* Or 27th September 1760.

two

two thouſand European foot, and eight thouſand ſeapoys, which are to be entertained for the protection of *the royal dominions*; let the above officers quietly and contentedly attend and pay to the perſons appointed by the Engliſh Company, the ſtated revenues, and implicitly ſubmit in all things to their authority. And the office of the collector of the Engliſh Company is as follows: *They ſhall continue the Zemindars and Tenants in their places,* regularly collect the revenues of the lands, and deliver them in monthly for the payment of the expences of the Company, and the pay of the above-mentioned forces, that they may be always ready, cheerfully and vigorouſly to promote the affairs of the king. Let this be punctually obſerved.

Dated the 4th of the moon Rabbi al Awvul, 1ſt ſun, anſwering to the 1ſt of the month Cartic, 1176, Bengal ſtile.

N. B. The Sunnuds for the Chucklah of Midnipore, in the diſtricts of the Subah of Oriſſa, and for the Tanna of Iſlamabad, or Chittigong, appertaining to the Subah of Bengal, are worded as the above.

Sunnud under the ſeal of the Nabob Naſſer al Muluck, &c.

To the Daroga of chunam (or lime) and to the Naib of Silhett. Be it known, That whereas the Engliſh Company are conſtructing a fort in Calcutta, and meet with great obſtacles in finiſhing that work, in the want of ſtone chunam; for this reaſon it is ordered, that of whatever quantity of chunam is produced at that place, one half (the price thereof being received agreeably to the rate of that place) be delivered to the gomaſtahs of the Engliſh Company for the term of three years, that no delays may be occaſioned in finiſhing the fort aforeſaid; and the other half is to be ſent for the Sircar. Let this be punctually obſerved.

Dated the 4th of the moon Rabbi al Awvul, 1ſt ſun, anſwering to the 1ſt of the month Cartic, 1176, Bengal ſtile.

N° X.

Copy of a treaty between the Engliſh Eaſt India Company and Meer Jaffier Ally Khawn, on their reinſtating him in the nabobſhip of Bengal. Dated the 10th July 1763.

The Company's large ſeal.

The ſeal of the Nabob, Meer Mahomed Jaffier Khawn Bahader Mahabut Jung, &c.

Articles of a treaty and agreement between the Governor and Council of Fort William on the part of the Engliſh Eaſt India Company, and the Nabob Shujah al Muluck Hoſſam ô Dowlah, Meer Mahomed Jaffier Khawn Bahader Mahabut Jung.

On the part of the Company.

We engage to reinſtate the Nabob, Meer Mahomed Jaffier Khawn Bahader, in the ſubahdaree of the provinces of Bengal, Bahar, and Oriſſa, by the depoſal of Mahomed Coſſim Khawn, and the effects, treaſure, jewels, &c. belonging to Meer Mahomed Coſſim Khawn, which ſhall fall into our hands, ſhall be delivered up to the Nabob aforenamed.

On the part of the Nabob.

Firſt. The treaty which I formerly concluded with the Company upon my acceſſion to the nizamut, engaging to regard the honour and reputation of the Company, their Governor and Council, as my own, granting perwanahs for the currency of the Company's buſineſs; the ſame treaty I now confirm and ratify.

Secondly. I do grant and confirm to the Company, for defraying the expences of their troops, the Chucklahs of Burdwan, Midnipore, and Chittigong, which were before ceded for the ſame purpoſe.

Thirdly. I do ratify and confirm to the Engliſh the privilege granted them by their firmaun and ſeveral huſbulhookums, of carrying on their trade by means of their own duſtuck, free from all duties, taxes, or impoſitions in all parts of the country, excepting the article of ſalt, on which a duty of $2\frac{1}{2}$ per cent. is to be leived on the Rowana or Hoogly market price.

Fourthly.

Fourthly. I give to the Company half the ſalt-petre which is produced in the country of Purnea, which their gomaſtahs ſhall ſend to Calcutta. The other half ſhall be collected by my fowzdar, for the uſe of my offices; and I will ſuffer no other perſon to make purchaſes of this article in that country.

Fifthly. In the Chucklah of Silhett, for the ſpace of five years, commencing with the Bengal year 1170, my fowzdar and the Company's gomaſtah ſhall jointly prepare chunam, of which each ſhall defray half the expences; and half the chunam ſo made ſhall be given to the Company, and the other half ſhall be for my uſe.

Sixthly. I will maintain twelve thouſand horſe and twelve thouſand foot in the three provinces. If there ſhould be occaſion for more, the number ſhall be increaſed by conſent of the Governor and Council proportionably to the emergency. Beſides theſe, the forces of the Engliſh Company ſhall always attend me when they are wanted.

Seventhly. Wherever I ſhall fix my court, either at Murſhedabâd or elſewhere, I will adviſe the Governor and Council; and what number of Engliſh forces I may have occaſion for in the management of my affairs, I will demand them, and they ſhall be allowed me; and an Engliſh gentleman ſhall reſide with me to tranſact all affairs between me and the Company; and a perſon ſhall alſo reſide on my part at Calcutta, to negociate with the Governor and Council.

Eighthly. The late perwanahs iſſued by Coſſim Ally Khawn, granting to all merchants the exemption of all duties for the ſpace of two years, ſhall be * reverſed and called in, and the duties collected as before.

Ninthly. I will cauſe the rupees coined in Calcutta to paſs in every reſpect equal to the ſiccas of Murſhedabâd, without any deduction of batta; and whoſoever ſhall demand batta, ſhall be puniſhed.

Tenthly. I will give thirty lacks of rupees to defray all the expences and loſs accruing to the Company from the war and ſtoppage of their inveſtment; and I will reimburſe to all private perſons the amount

* By the firmaun granted by the Mogul Furrukhſeer to the Engliſh, to ſecure them from the oppreſſions of ſubordinate governments, they traded by their duſtuck, duty free. Upon the diſſolution of the Mogul empire, the provincial government of Bengal alſo became independent: where the Engliſh trade growing extremely extenſive, the privileges granted them by the duſtuck became a notorious abuſe, which in effect made them the monopolizers of all trade, even from the natives of the country. The Nabob Meer Coſſim, very ſenſible that ſuch was the caſe, and finding it difficult to ſettle any plan with the Engliſh which had not a tendency to oppreſs his own ſubjects, aboliſhed all duties for two years. He was ſoon after depoſed; and as this abolition of duties ſerved to put the natives on the ſame footing of trade with the Engliſh Company and their ſervants, therefore this article of the preſent treaty was made, that Meer Coſſim's perwanahs ſhould be recalled, and that the duties ſhould again be paid by the natives, while the Engliſh were exempted.

of ſuch loſſes proved before the Governor and Council, as they may ſuſtain in their trade in the country; if I ſhould not be able to diſcharge this in ready money, I will give aſſignments of land for the amount.

Eleventhly. I will confirm and renew the treaty which I formerly made with the Dutch.

Twelfthly. If the French come into the country, I will not allow them to erect any fortifications, maintain forces, hold lands, zemindaries, &c. but they ſhall pay tribute and carry on their trade as in former times.

Thirteenthly. Some regulations ſhall be hereafter ſettled between us, for deciding all diſputes which may ariſe between the Engliſh agents and gomaſtahs in the different parts of the country, and my officers.

In teſtimony whereof, we the ſaid Governor and Council have ſet our hands and affixed the ſeal of the Company to one part hereof, and the Nabob aforenamed hath ſet his hand and ſeal to another part hereof, which were mutually done and interchanged, at Fort William, the 10th day of July 1763.

Signed HENRY VANSITTART.
JOHN CARNAC.
WILLIAM BILLERS.
WARREN HASTINGS.
RANDOLPH MARRIOTT.
HUGH WATTS.

Fort William, the 29th December 1763.

A true Copy.

JOHN GRAHAM, ſecretary.

No XI.

Copy of the demands made by the Nabob Meer Jaffier Ally Khawn, and agreed to by the Governor and Council, upon the treaty of the 10th of July 1763 (N° X.); and alſo copy of the Nabob's agreement to pay the company 500,000 rupees per month during the war with the Nabob Sujah al Dowlah. Dated the 16th September 1764.

Firſt. I formerly acquainted the Company with the particulars of my own affairs, and received from them repeated letters of encouragement

ment and kindneſs, with preſents: I now make this requeſt, that you will write in a proper manner to the Company, and alſo to the King of England, the particulars of our friendſhip and union, and procure for me writings of encouragement, that my mind may be aſſured from that quarter, that no breach may ever happen between me and the Engliſh, and that every Governor, Councellor, and Chief of the Engliſh that are here, or may hereafter come, may be well diſpoſed and attached to me.

Second. Since all the Engliſh gentlemen aſſured of my friendly diſpoſition to the Company confirm me in the nizamut, I requeſt that to whatever I may at any time write, they will give their credit and aſſent, nor regard the ſtories of deſigning men to my prejudice, that all my affairs may go on with ſucceſs, and no occaſion may ariſe for jealouſy or ill-will between us.

Third. Let no protection be given by any of the Engliſh gentlemen to any of my dependants, who may fly for ſhelter to Calcutta, or other of your diſtricts; but let them be delivered up to me on demand. I ſhall ſtrictly enjoin all my Fowzdars and Aumils on all accounts to afford aſſiſtance and countenance to ſuch of the gomaſtahs of the Company as attend to the lawful trade of their factories; and if any of the ſaid gomaſtahs ſhall act otherwiſe, let them be checked in ſuch a manner as may be an example to others.

Fourth. From the neighbourhood of Calcutta to Hoogly, and many of their pergunnahs bordering upon each other, it happens that on complaints being made, people go againſt the Talookdars, Ryots, and Tenants of my country, to the prejudice of the buſineſs of the Sircar; wherefore let ſtrict orders be given that no perſons be ſent from Calcutta on the complaints of any one upon my Talookdars or Tenants; but on ſuch occaſions let application be made to me or the Naib of the fowzdary of Hoogly, that the Company may be ſubject to no loſs or devaſtations. And if any of the traders who belonged to the Buckſbunder and Azimgunge, and have ſettled in Calcutta, ſhould be deſirous of returning to Hoogly, and carrying on their buſineſs there as formerly, let no one moleſt them. Chandernagore and the French factory were *preſented to me by Colonel Clive*, and given by me in charge to Ameer Beg Khawn, for this reaſon let ſtrict orders be given that no Engliſh gentlemen exerciſe any authority therein, but that it remain as formerly under the juriſdiction of my people.

Fifth. Whenever I demand any forces from the Governor and Council for my aſſiſtance, let them be immediately ſent to me, and no demand made on me for their expences.

The

The demands of Nabob Sujah al Muluck Hoſſam ô Dowlah, Meer Mahomed Jaffier Khawn Bahader Mahabut Jung, we the Preſident and Council of the Engliſh Company, do agree, and ſet our hands to, in Fort William, the 10th July 1763.

Signed HENRY VANSITTART.
WILLIAM BILLERS.
JOHN CARTIER.
WARREN HATSINGS.
RANDOPH MARRIOT.
HUGH WATTS.

Copy of the Nabob *Jaffier Ally* Khawn's note for payment of five lacks per month, for expences of the Company's troops during the war with Sujah la Dowlah. Dated 16th September 1764.

The Nabob Meer Mahomed Jaffier Ally Khawn's note for five lacks of rupees per month, for the expences of the army.

Account of money ſettled for the expences of the Europeans and ſeapoys, the artillery, and the raiſing of the cavalry, which ſhall be paid a month ſooner or later according to the particulars under mentioned, from the beginning of the month Sophar (31ſt July 1764) of the 5th year of the reign, till the removal of the troubles with the Vizier; viz.

In the province of Bengal, at Murſhedabâd - -	300,000
In the province of Bahar, at Patna - -	200,000
Total, rupees	500,000

Written the 19th of Rabbi al Awvul, the 5th year of the Jaloos*.

N. B. I will include in the aforeſaid ſum, whatever balance may be due from me on account of my former agreement with the Company.

A true Copy.

W. MAJENDIE, ſecretary.

* 16th September 1764.

N° XII.

Copy of the Petition, or Propoſals made by the Prince Ally Gohar; otherwiſe called THE KING, or THE EMPEROR *Shah Allum*, to Major Hector Munro, then Commander of the Company's troops at Banaras; as incloſed in a letter from the Major to the Gvernor and Council at Calcutta. Dated 22d November 1764.

If this country is to be kept, put me in poſſeſſion of it, and leave a ſmall detachment of the troops with me, *to ſhow that I am protected by the Engliſh*, and they ſhall be at my expence, that if any enemy come any time againſt me, I will make ſuch connections in the country that with my own troops, and the aforementioned ſmall detachment, will defend the country, without any further aſſiſtance from the Engliſh, *and I will pay them of the revenues of the country what ſum they ſhall demand yearly.* If the Engliſh will contrary to their intereſt make peace with the Vizier, I will go to Dehly, for I cannot think of returning again into the hands of a man who has uſed me ſo ill. I have no friends I depend on more than the Engliſh; their former behaviour to me will make me ever reſpect and regard them; now is their time to be in poſſeſſion of a country abounding with riches and treaſure; *I ſhall be ſatisfied with whatever ſhare they pleaſe of it.* The Rohillas were always enemies to the imperious Vizier, they are all my friends.

N° XIII.

Copy of the Articles ſent on the 6th December 1764, by the Governor and Council of Calcutta, to be executed by the Prince Ally Gohar, in the character of EMPEROR; as incloſed for that purpoſe to Major Hector Munro, Commander in chief of the army.

In conſideration of the aſſiſtance and fidelity of the Engliſh Company, which has freed us from the inconveniencies we laboured under, and ſtrengthened the foundations of THE EMPIRE which God has given us, we have been graciouſly pleaſed *to grant* to the Engliſh Company *our royal favours* according to the following articles, which ſhall remain firm both at preſent and in future.

As

As the Engliſh Company have been put to a great expence, and their affairs expoſed to danger, by the war with the Nabob Sujah al Dowlah, unjuſtly and *contrary to our royal pleaſure* waged againſt them; we have therefore aſſigned to them the country of Ghazipore, and the reſt of the zemindary of Bulwant Sing, belonging to the nizamut of the Nabob Sujah al Dowlah; and the regulation and government thereof, *we have given* to their diſpoſal, in the ſame manner as it was in the Nabob Sujah al Dowlah's. The aforeſaid Rajah having ſettled terms with the Chiefs of the Engliſh Company, is, according thereto, to pay the revenues to the Company; and the amount ſhall not belong to *the books of the royal revenue*, but ſhall be expunged from them. The army of the Engliſh Company having joined *our ſtandard, ſhall put us in poſſeſſion* of Illahabad, and the reſt of the countries belonging to the nizamut of the Nabob Sujah al Dowlah, and the revenues, excepting thoſe of Rajah Bulwant Sing's zemindary, ſhall be in our entire management and diſpoſal.

As the Engliſh Company will be at a further expence in putting us in poſſeſſion of Illahabad, and the reſt of the nizamut of the Nabob Sujah al Dowlah, we will therefore, as we get poſſeſſion, grant to them out of *our treaſury* ſuch a proportion of the revenues as the exigencies of our affairs will admit of; and when we are put in full poſſeſſion, we will reimburſe the whole expences of the Company in this buſineſs from the time of their joining our royal ſtandard.

No XIV.

Copy of the IMPERIAL GRANT, or Firmaun of THE EMPEROR *Shah Allum; granting* to the Company the zemindary of Ghazipore, Banaras, &c. held by the Rajah Bulwant Sing. Dated 29th December 1764.

As the Engliſh Company have been put to a great expence, and their affairs expoſed to danger by the war which the Nabob Sujah al Dowlah unjuſtly and contrary to our royal pleaſure waged againſt them; we have therefore aſſigned to them the country of Ghazipore, and the reſt of the zemindary of Rajah Bulwant Sing, belonging to the nizamut of the Nabob Sujah al Dowlah, and the regulations and government thereof we have given to their diſpoſal, in the ſame manner as it was in the Nabob Sujah al Dowlah's. The aforeſaid Rajah having ſettled terms with the Chiefs of the Engliſh Company, is, according thereto, to pay the revenues to the Company.

The

The army of the Engliſh Company having joined our ſtandard, ſhall put us in poſſeſſion of Illahabad and the reſt of the countries belonging to the nizamut of the Nabob Sujah al Dowlah, and the revenues, excepting thoſe of Rajah Bulwant Sing's zemindary, ſhall be in our entire management and diſpoſal.

It becomes the Company to ſhew their grateful ſenſe of *our royal favours*, and to exert themſelves to the utmoſt in the proper management and regulation of the country, to encourage and befriend our ſubjects, to puniſh the contentious and expel the rebellious from their territories. They muſt uſe their beſt endeavours to promote the welfare of our people, the ryots and other inhabitants, to prohibit the uſe of things of an intoxicating nature, and ſuch as are forbidden by the law of God; in driving out enemies, in deciding cauſes, and ſettling matters agreeably to the rules of Mahomed and the law of the empire, ſo that the inhabitants may apply themſelves, with peace of mind and ſatisfaction, to the cultivation of the country and exerciſe of other their profeſſions, and that the weak may not labour under oppreſſion and violence.—They will conſider theſe as our ſtrict injunctions.

Written on the 4th day of Rejub*, the 6th year of the reign. Fort William, 6th February 1765.

A true Copy of the tranſlation,

W. MAJENDIE, ſecretary.

No XV.

Copy of a Treaty between the Engliſh Eaſt India Company and Najim al Dowlah, on their inveſting him with the Nabobſhip of Bengal, upon the death of his father Meer Jaffier Ally Khawn. Dated 25th February 1725.

Articles of a treaty and agreement concluded between the Governor and Council of Fort William, on the part of the Engliſh Eaſt India Company, and the Nabob Najim al Dowlah.

On the part of the Company.

We the Governor and Council do engage to ſecure to the Nabob Najim al Dowlah, the ſubahdary of the provinces of Bengal, Bahar,

* 29th December 1764.

and

and Oriſſa, and to ſupport him therein with the Company's forces againſt all his enemies. We will alſo, at all times, keep up ſuch force as may be neceſſary, effectually to aſſiſt and ſupport him in the defence of the provinces; *and as our troops will be more to be depended on than any the Nabob can have, and leſs expenſive to him, he need therefore entertain none* but ſuch as are requiſite for the ſupport of the civil officers of *his government*, and the buſineſs of *his collections* through the different diſtricts.

We do further promiſe, that, in conſideration the Nabob ſhall continue to aſſiſt in defraying the extraordiuary expences of the war now carrying on againſt Sujah al Dowlah, with five lacks of rupees per month, which was agreed to by his father, that whatever ſums may be hereafter received of THE KING, on account of our aſſiſtance afforded in the war, ſhall be repaid to the Nabob.

On the part of the Nabob.

In conſideration of the aſſiſtance which the Governor and Council have agreed to afford, in ſecuring to me the ſucceſſion in the ſubahdary of Bengal, Bahar, and Oriſſa, heretofore held by my father, the late Nabob Meer Jaffier Ally Khawn, and ſupporting me in it againſt all my enemies, I do agree and bind myſelf to the faithful performance of the following articles.

1ſt. The treaty which my father formerly concluded with the Company upon his firſt acceſſion to the nizamut, engaging to regard the honour and reputation of the Company, and of their Governor and Council, as his own, and granting perwanahs for the currency of the Company's trade, the ſame treaty, as far as is conſiſtent with the articles hereafter agreed to, I do hereby ratify and confirm.

2d. Conſidering the weighty charge of government, and how eſſential it is for myſelf, for the welfare of the country, and for the Company's buſineſs, that I ſhould have a perſon who has had experience therein to adviſe and aſſiſt me, I do agree to have one fixed with me, with the advice of the Governor and Council, in the ſtation of *Naib Subah*, who ſhall accordingly have, immediately *under me*, the chief management of all affairs; and as Mahomed Reza Khawn, the Naib of Dacca, has in every reſpect my approbation, and that of the Governor and Council, I do further agree, that this truſt ſhall be conferred on him; and I will not diſplace him *without the approbation* of thoſe gentlemen; and in caſe any alteration in this appointment ſhould hereafter appear adviſeable, that Mahomed Reza Khawn, provided he has

acquitted himſelf with fidelity in his adminiſtration, ſhall, in ſuch caſe, be reinſtated in the Naibſhip of Dacca, with the ſame authority as heretofore.

3d. The buſineſs of the collections of the revenues ſhall, under the Naib Subah, be divided into two or more branches, as may appear proper: and as I have the fulleſt dependence and confidence on the attachment of the Engliſh, and *their regard to my intereſt and dignity*, and am deſirous of giving them every teſtimony thereof, I do further conſent, that the appointment and diſmiſſion of the Mutſeddees of thoſe branches, and the allotment of their ſeveral diſtricts, ſhall be with the approbation of the Governor and Council. *And, conſidering how much men of my rank and ſtation are obliged to truſt* to the eyes and recommendations of the ſervants about them, and how liable to be deceived, it is my further will, that the Governor and Council *ſhall* be at *liberty to object and point out to me when improper people are intruſted, or where my officers and ſubjects are oppreſſed*, and I will pay a proper regard to ſuch repreſentations, that my affairs may be conducted with honour, my people every where be happy, and their grievances be redreſſed.

4th. I do confirm to the Company, as a fixed reſource for defraying the ordinary expences of their troops, the Chucklahs of Burdwan, Midnipore, and Chittigong, in as full a manner as heretofore ceded by my father. The ſum of five lacks of ſicca rupees per month for their maintenance, was further agreed to be paid by my father; I agree to pay the ſame out of my treaſury, whilſt the exigency for keeping up ſo large an army continues. When the Company's occaſions will admit a diminution of the expences they are put to, on account of thoſe troops, the Governor will then relieve me from ſuch a proportion of this aſſignment, as the increaſed expences incurred by keeping up the whole force neceſſary for the defence of the provinces will admit of; *and as I eſteem the Company's troops* entirely equal thereto and *as my own*, I will only maintain ſuch as are immediately neceſſary for the dignity of *my perſon and government* and the buſineſs of *my collections* through the provinces.

5th. I do ratify and confirm to the Engliſh the privilege granted them by their firmaun and ſeveral huſbulhookums of carrying on their trade by means of their own duſtuck, free from all duties, taxes, or impoſitions in all parts of the country, excepting in the article of ſalt, on which a duty of 2½ per cent. is to be levied on the Rowana, or Hoogly market price.

6th. I give to the Company the liberty of purchaſing half the ſaltpetre produced in the country of Purnea, which their gomaſtahs ſhall

ſend to Calcutta: the other half ſhall be collected by my Fowzdar for the uſe of my offices: and I will ſuffer no other perſons to make purchaſes of this article in that country.

7th. In the Chucklah of Silhett, for the ſpace of five years, commencing with the Bengal year 1171, my Fowzdar, and a gomaſtah on the part of the Company, ſhall jointly provide chunam; of which each ſhall defray half the expence, and half the chunam ſo made ſhall be given to the Company.

8th. Although I ſhould occaſionally remove to other places in the provinces, I agree that the books of the Sircar ſhall be always kept and the buſineſs conducted at Murſhedabâd, and that ſhall, as heretofore, be the ſeat of my government. And wherever I am, I conſent that an Engliſh gentleman ſhall reſide with me to tranſact all affairs between me and the Company; and that a perſon of high rank ſhall alſo reſide on my part at Calcutta, to negotiate with the Governor and Council.

9th. I will cauſe the rupees coined at Calcutta to paſs in every reſpect equal to the ſiccas of Murſhedabâd, without any deduction of batta; and whoſoever ſhall demand batta ſhall be puniſhed. The annual loſs on coinage by the fall of batta, on the iſſuing of the new ſiccas, is a very heavy grievance to the country; and after mature conſideration, I will, in concert with the Governor and Council, purſue whatever may appear the beſt method for remedying it.

10th. I will allow no Europeans whatever to be entertained in my ſervice; and if there already be any, they ſhall be immediately diſmiſſed.

11th. The Kiſtbundee for payment of the reſtitution to the ſufferers in the late troubles, as executed by my father, I will ſee faithfully paid; no delays ſhall be made in this buſineſs.

12th. I confirm and will abide by the treaty which my father formerly made with the Dutch.

13th. If the French come into the country, I will not allow them to erect any fortifications, maintain forces, or hold lands, zemindaries, &c. but they ſhall pay tribute, and carry on their trade as in former times.

14th. Some regulations ſhall be hereafter ſettled between us, for deciding all diſputes which may ariſe between the Engliſh gomaſtahs and my officers in the different parts of the country.

In teſtimony whereof, we the ſaid Governor and Council have ſet our hands, and affixed the ſeal of the Company to one part hereof, and the Nabob, before named, has ſet his hand and ſeal to another part.

A true Copy.

W. MAJENDIE, ſecretary.

No XVI.

Copy of the ſunnud from the Nabob Najim al Dowlah, for the reverſion, in perpetuity, of Lord Clive's jagueer to the Company. Dated the 23d June 1765.

Be it known to the Counſellors and Chiefs of the Engliſh Company, the preſent and future Mutſeddees, the Chowdries, Canongoes, Muckaudums, Ryots, Muggaries, and all other inhabitants of the pergunnahs of Calcutta, &c. in the Sircar of Sautgaum, &c. in the province of Bengal.

The ſum of 222,958 rupees and odd, agreeably to the Dewanee ſunnud, and the ſunnud of the High and Mighty Meer Mahomed Jaffier Khawn, Nazim of the province, has been appointed from the aforeſaid pergunnahs, belonging to the Chucklah of Hoogly, &c. in the Sircar of Sautgaum, &c. the Zemindary of the Engliſh Company, as an unconditional jagueer to the High and Mighty Lord Clive. Now likewiſe the ſaid pergunnahs are confirmed as an *unconditional* jagueer to the High and Mighty aforeſaid from the 16th of May, of the 1764th year of Chriſt (anſwering to the 14th of Zelcada, of the 1177th year of the Hegira) to the 16th May, of the 1774th Year of Chriſt (anſwering to the 8th of Rubby al Awvul, of the 1188th year of the Hegira) being ten years, of which one year is expired, and there are nine to come. They ſhall appertain as an unconditional jagueer to the High and Mighty aforeſaid, and after the expiration of this term they ſhall revert as an unconditional jagueer and perpetual gift to the Company, and if (which God forbid) the High and Mighty aforeſaid ſhall die within this term, they ſhall revert to the Company immediately upon his death. It is requiſite that ye ſhould regard the High and Mighty aforeſaid, during the forementioned term, and after him the Company aforeſaid as unconditional jagueerdars, and regularly pay them the revenues of the aforeſaid pergunnahs.

Written the 23d of June 1765, anſwering to the 3d of Mohurrum of the 1179th Year of the Hegira.

E. STEPHENSON, Provl. Secry.

No XVII.

N° XVII.

Copy of the new agreement, or treaty jointly entered into between the Nabob Najim al Dowlah, the Nabob Sujah al Dowlah, THE EMPEROR SHAH ALLUM, and Lord Clive and the Secret Committee of Calcutta; upon the latter's revoking all former treaties, and new-modelling the affairs of the Company, by aſſuming the Dewannee. Dated the 16th Auguſt 1765.

(Sealed and approved by THE EMPEROR.)

Whereas the *Right Honourable Robert* Lord Clive, Baron Clive of Plaſſey, Knight, Companion of the moſt Honourable Order of the Bath, Major General and Commander of the Forces, Preſident of the Council, and Governor of Fort William, and of all the ſettlements belonging to the united Company of Merchants of England trading to the Eaſt Indies, in the provinces of Bengal, Bahar, and Oriſſa; and John Carnac, Eſquire, Brigadier General, Colonel in the ſervice of the ſaid Company, and commanding Officer of their forces upon the Bengal Eſtabliſhment, *are inveſted with full and ample powers*, on the behalf of his Excellency the Nabob Najim al Dowlah, Subahdar of Bengal, Bahar, and Oriſſa, and likewiſe on behalf of the united Company of Merchants of England trading to the Eaſt Indies, to negotiate, ſettle, and finally to conclude a firm and laſting peace with his Highneſs the Nabob Sujah al Dowlah, Vizier of the Empire: Be it known to all thoſe to whom it may or ſhall in any manner belong, that the above-named plenipotentiaries have agreed upon the following articles with his Highneſs.

1ſt. A perpetual and univerſal peace, ſincere friendſhip, and firm union ſhall be eſtabliſhed between his Highneſs Sujah al Dowlah and his heirs, on the one part, and his Excellency Najim al Dowlah, and the Engliſh Eaſt India Company, on the other, ſo that the ſaid contracting powers ſhall give the greateſt attention to maintain between themſelves their dominions, and their ſubjects, this reciprocal friendſhip, without permitting, on either ſide, any kind of hoſtilities to be committed from henceforth for any cauſe, or under any pretence whatſoever; and every thing ſhall be carefully avoided, which might hereafter prejudice the union now happily eſtabliſhed.

2d. In caſe the dominions of his Highneſs Sujah al Dowlah ſhall at any time hereafter be attacked, his Excellency Najim al Dowlah and the Engliſh Company ſhall aſſiſt him with a part or the whole of their

forces, according to the exigency of his affairs, and ſo far as may be conſiſtent with their own ſecurity; and if the dominions of his Excellency Najim al Dowlah, or the Engliſh Company ſhall be attacked, his Highneſs ſhall in like manner aſſiſt them with a part or the whole of his forces; in the caſe of the Engliſh Company's forces being employed in his Highneſs's ſervice, the extraordinary expence of the ſame is to be defrayed by him.

3d. His Highneſs ſolemnly engages never to entertain or receive Coſſim Ally Khawn, the late Subahdar of Bengal, &c. Sumroo the aſſaſſin of the Engliſh, nor any of the European deſerters within his dominions, nor to give the leaſt countenance, ſupport, or protection to them: he likewiſe ſolemnly engages to deliver up to the Engliſh whatever Europeans may in future deſert from them into this country.

4th. The King, Shah Allum, ſhall remain in full poſſeſſion of Cora, and ſuch part of the province of Illahabad as he now poſſeſſes, which are *ceded to his Majeſty* as a royal demeſne for the ſupport of his dignity and Expences.

5th. His Highneſs Sujah al Dowlah engages, in the moſt ſolemn manner, to continue Bulwant Sing in the Zemindaries of Banaras, Ghazipore, and all thoſe diſtricts he poſſeſſed at the time he came over to the late Nabob Jaffier Ally Khawn and the Engliſh, on condition of his paying the ſame revenue as heretofore.

6th. In conſideration of the great expence incurred by the Engliſh Company in carrying on the late war, his Highneſs agrees to pay them (fifty) 50 lacks of rupees, in the following manner, viz. (twelve) 12 lacks in money, and a depoſit of jewels, to the amount of eight lacks, upon the ſigning of this treaty; (five) 5 lacks one month after, and the remaining (twenty-five) 25 lacks by monthly payments, ſo as that the whole may be diſcharged in (thirteen) 13 months from the date hereof.

7th. It being firmly reſolved to reſtore to his Highneſs the country of Banaras, and the other diſtricts now rented by Bulwant Sing, notwithſtanding *the grant of the ſame from* THE KING to the Engliſh Company; it is therefore agreed, that they ſhall be ceded to his Highneſs in manner following, viz. They ſhall remain in the hands of the Engliſh Company with their revenues, till the expiration of the agreement between the Rajah Bulwant Sing and the Company, being on the 27th November next; after which his Highneſs ſhall enter into poſſeſſion, the fort of Chunar excepted, which is not to be evacuated until the 6th article of this treaty be fully complied with.

8th. His Highneſs ſhall allow the Engliſh Company to carry on a trade, duty-free, throughout the whole of his dominions.

9th. All

9th. All the relations and ſubjects of his Highneſs, who in any manner aſſiſted the Engliſh during the courſe of the late war, ſhall be forgiven, and no ways moleſted for the ſame.

10th. As ſoon as this treaty is executed, the Engliſh forces ſhall be withdrawn from the dominions of his Highneſs, excepting ſuch as may be neceſſary for the garriſon of Chunar, or for *the defence and protection of* THE KING in the city of Illahabad, if his Majeſty ſhould require a force for that purpoſe.

11th. His Highneſs the Nabob Sujah al Dowlah, his Excellency the Nabob Najim al Dowlah, and the Engliſh Company, promiſe to obſerve ſincerely and ſtrictly all the articles contained and ſettled in the preſent treaty; and they will not ſuffer the ſame to be infringed, directly or indirectly, by their *reſpective ſubjects*; and the ſaid contracting powers generally and reciprocally guarantee to each other all the ſtipulations of the preſent treaty.

CLIVE [L. S.]
JOHN [L. S.] CARNAC.
SUJAH [L. S.] AL DOWLAH's Seal and Ratification.
MIRZA COSSIM KHAWN.
RAJAH SHETABROY.
MEER MASHA ALLAH.

Signed, ſealed, and ſolemnly ſworn to according to their reſpective faiths, by the contracting parties at Illahabad, this 16th day of Auguſt, in the year of our Lord 1765, in the preſence of us——

EDMUND MASKELYNE,
ARCHIB. SWINTON,
GEORGE VANSITTART.

Fort William, September 30th 1765.

A true Copy. ALEXANDER CAMPBELL.
S. S. C.

N° XVIII.

Copy of the General Firmaun from THE EMPEROR, SHAH ALLUM, *granting* to the Company the Dewannee of Bengal, Bahar, and Oriſſa. Dated 12th Auguſt 1765.

At this happy time our royal firmaun, indiſpenſably requiring obedience, is iſſued, That whereas, in conſideration of the attachments and

ſervices of the High and Mighty, the Nobleſt of exalted Nobles, the Chief of illuſtrious Warriors, *our faithful ſervants* and ſincere well-wiſhers, worthy of our royal favours, the Engliſh Company, *we have granted them* the Dewannee of the provinces of Bengal, Bahar, and Oriſſa, from the beginning of the Fuſſul Rubby of the Bengal year 1172, as a free gift and ultumgau, without the aſſociation of any other perſon, and with an exemption from the payment of the cuſtoms of the Dewannee, which uſed to be paid to the court; it is requiſite that the ſaid Company *engage to be ſecurity* for the ſum of twenty-ſix lacks of rupees a year, for our royal revenue, which ſum *has been appointed from the Nabob*, Najim al Dowlah Bahader, and regularly remit the ſame to the royal Sircar; and in this caſe, as the ſaid Company are obliged to keep up a large army for the protection of the *provinces of Bengal*, &c. we have granted to them whatſoever may remain out of the revenues of the ſaid provinces, after remitting the ſum of twenty-ſix lacks of rupees to the royal Sircar, and providing for the expences of the nizamut: it is requiſite that our royal deſcendents the Viziers, the beſtowers of dignity, the Omrahs, high in rank, the great officers, the Mutſeddees of the Dewannee, the managers of the buſineſs of the Sultanut, the Jagueerdars and Croories, as well the future as the preſent, uſing their conſtant endeavours for the eſtabliſhment of this our royal command, leave the ſaid office in poſſeſſion of the ſaid Company, from generation to generation, for ever and ever, looking upon them to be inſured from diſmiſſion or removal, they muſt on no account whatſoever give them any interruption, and they muſt regard them as excuſed and exempted from the payment of all the cuſtoms of the Dewannee, and royal demands. Knowing our orders on the ſubject to be moſt ſtrict and poſitive, let them not deviate therefrom.

Written the 24th of Sophar, of the 6th year of the Jaloos *.

Contents of the Zimmun.

Agreeably to the paper which has received our ſign-manual, our royal commands are iſſued, that in conſideration of the attachment and ſervices of the High and Mighty, the Nobleſt of exalted Nobles, the Chief of illuſtrious Warriors, our faithful ſervants and ſincere well-wiſhers, worthy of our royal favours, the Engliſh Company, we have granted them the Dewannee of the provinces of Bengal, Bahar, and Oriſſa, from the beginning of the Fuſſul Rubby of the Bengal year 1172, as a free

* The 12th Auguſt 1765.

gift and ultumgau, without the aſſociation of any other perſon, and with an exemption from the cuſtoms of the Dewanee, which uſed to be paid to the court, on condition of their being ſecurity for the ſum of twenty-ſix lacks of rupees a year, for our royal revenue; which ſum has been appointed from the Nabob Najim al Dowlah Bahader; and after remitting the royal revenue, and providing for the expences of the nizamut, whatſoever may remain we have granted to the ſaid Company.

The Dewannee of the province of Bengal.
The Dewannee of the province of Bahar.
The Dewannee of the province of Oriſſa.

A true Copy.

Fort William,
30th of September 1765.

ALEX. CAMPBELL.
S. S. C.

N° XIX.

Copy of the Firmaun from THE EMPEROR, SHAH ALLUM, confirming to the Engliſh Company the provinces of Burdwan, Midnipore, and Chittigong, and the 24 pergunnahs of Calcutta, &c. before *ceded* to them by the Nabobs, Jaffier Ally Khawn and Coſſim Ally Khawn. Dated the 12th Auguſt 1765.

At this happy time our royal firmaun, indiſpenſably requiring obedience, is iſſued, that the Chucklahs of Burdwan, Midnipore, and Chittigong, &c. and alſo the twenty-four pergunnahs of Calcutta, &c. (the zemindary of the high and mighty, the nobleſt of exalted nobles, the chief of illuſtrious warriors, our faithful ſervants and ſincere well-wiſhers, worthy of our royal favours, the Engliſh Company) which were granted to the ſaid Company in the time of Meer Mahomed Coſſim and Meer Mahomed Jaffier Khawn, deceaſed. We, in conſideration of the attachment of the ſaid Company, have been graciouſly pleaſed to confirm to them, from the beginning of the Fuſſul Rubby of the Bengal year 1172, as a free gift and ultumagau, without the aſſociation of any other perſon. It is requiſite that our royal deſcendents, the Viziers, the beſtowers of dignity, the Omrahs, high in rank, the great officers, the Mutſeddees of the Dewannee, the managers of the buſineſs

buſineſs of the Sultanut, the Jagueerdars and Croories, as well the future as the preſent, uſing their conſtant endeavours for the eſtabliſhment of this our royal command, leave the ſaid diſtricts and pergunnahs in poſſeſſion of the ſaid Company from generation to generation, for ever and ever; looking upon them to be inſured from diſmiſſion or removal, they muſt on no account whatſoever give them any interruption, and they muſt regard them as excuſed and exempted from the payment of all manner of cuſtoms and demands. Knowing our orders on this ſubject to be moſt ſtrict and poſitive, let them not deviate therefrom.

Written the 24th of Sophar, of the 6th Year of the Jaloos *.

Contents of the Zimmun.

Agreeably to the paper which has received our ſign-manual, our royal commands are iſſued, that the Chucklahs of Burdwan, Midnipore, and Chittigong, &c. and alſo the twenty-four pergunnahs of Calcutta, &c. (the zemindary of the Engliſh Company) which were granted to the ſaid Company in the time of Meer Mahomed Coſſim, and Meer Mahomed Jaffier Khawn, deceaſed, be confirmed to the ſaid Company, as a free gift and ultumgau, without the aſſociation of any other perſon.

Chucklah of Burdwan.
Chucklah of Midnipore.
Chucklah of Chittigong.

The twenty-four pergunnahs of Calcutta, &c. the Zemindary of the Engliſh Company.

Fort William, September 30th 1765.

ALEX. CAMPBELL.
S. S. C.

* The 12th Auguſt 1765.

N° XX.

Copy of the Firmaun from THE EMPEROR SHAH ALLUM confirming the Reverſion, in perpetuity, of Lord Clive's Jagueer to the Company. Dated the 12th Auguſt 1765.

Whereas a ſunnud has been preſented to us under the ſeal of the Nabob, Najim al Dowlah Bahader, to the following purport, viz. "The ſum of 222,958 ſicca rupees and odd, agreeably to the Dewannee ſunnud, and the ſunnud of the high and mighty Sujah al Muluck Hoſſam ô Dowlah MEER MOHAMED JAFFIER KHAWN BAHADER, has been appointed from the Pergunnahs of Calcutta, &c. in the Sircar of Sautgaum, &c. in the province of Bengal (the Paradiſe of the earth) the zemindary of the Engliſh Company, as an unconditional jagueer to the High and Mighty Zubdut al Muluck Nuſſer al Dowlah LORD CLIVE, Bahader, now likewiſe the ſaid Pergunnahs are confirmed as an unconditional jagueer to the High and Mighty aforeſaid, from the 16th May of the 1764th year of the Chriſtian ſtile (anſwering to the 14th of Zelcada of the 1177th year of the hegira) to the expiration of 10 years, they ſhall appertain as an unconditional jagueer to the High and Mighty aforeſaid, and after the expiration of this term, to revert to the Company as an unconditional jagueer and perpetual gift; and if the High and Mighty aforeſaid ſhould die within the ſaid term, they ſhall revert to the Company immediately upon his death." And whereas the ſaid ſunnud has met with our approbation at this happy time, therefore our royal firmaun, indiſpenſably requiring obedience, is iſſued; that in conſideration of the fidelity of the Engliſh Company and the High and Mighty aforeſaid, the ſaid jagueer ſtand confirmed agreeably to the aforeſaid ſunnud: it is requiſite that the preſent and future Mutſeddees, the Chowdries, Canongoes, Muckaudums, Ryots, and all other inhabitants of the Pergunnahs of Calcutta, &c. in the Sircar of Sautgaum, &c. regard the High and Mighty aforeſaid during the forementioned term, and after him the Company aforeſaid, as unconditional Jagueerdars, and regularly pay them the revenues of the ſaid Pergunnahs.

Written the 24th Sophar, the 6th year of Jaloos *.

* The 12th of Auguſt 1765.

Contents of the Zimmun.

Agreeably to the paper which has been received, our ſign manual, our royal commands are iſſued, that whereas the ſum of 222,958 ſicca rupees and odd, has been appointed from the Pergunnahs of Calcutta, &c. in the Sircar of Sautgaum, &c. the zemindary of the Engliſh Company, as an unconditional jagueer to the High and Mighty Subdut al Muluck Nuſſer al Dowlah LORD CLIVE Bahader, agreeably to the Dewannee ſunnud, and the ſunnud of the Nazim of the province; in conſideration therefore of the attachment of the High and Mighty aforeſaid, we have been graciouſly pleaſed to confirm to him the ſaid Pergunnahs for the ſpace of ten years, commencing from the 16th May of the 1764th year of the Chriſtian ſtile, or 14th of Zelcada of the 1177th year of the hegira; and in conſideration of the attachment of the Engliſh Company, we have granted the ſaid Pergunnahs to them after the expiration of the aforeſaid term, as an unconditional jagueer and perpetual gift; and if the High and Mighty aforeſaid ſhould die within this term, the ſaid Pergunnahs are to revert immediately to the Engliſh Company.

Fort William, the 30th September 1765.

A true Copy.

ALEXR CAMPBELL.
S. S. C.

N° XXI.

Copy of the Firmaun from THE EMPEROR SHAH ALLUM, granting to the Company the Five Northern Sircars of Sicacole, &c. Dated 12th Auguſt 1765.

In theſe happy times, our firmaun, and full of ſplendor and worthy obedience, is deſcended, purporting, that whereas Salabat Jung Bahader, Subahdar of the Deccan, conferred the Sircar of Sicacole, &c. on the French Company; and that, *in conſequence of its not being confirmed by*

by us, either by firmaun or otherwiſe, the high, mighty, and glorious Chiefs of the Khawns, choſen of the Omrahs, Seapoy Surdars, truly faithful, worthy of receiving favours and obligations, our invariable and never-failing friends and well-wiſhers, the Engliſh Company, (having ſent a large force for that purpoſe) did expel the French therefrom. We therefore, in conſideration of the fidelity and good wiſhes of the High, Mighty, &c. &c. Engliſh Company, have from *our throne, the baſis of the world*, given them the aforementioned Sircars by way of iniam or free gift (without the leaſt participation of any perſon whatever in the ſame) from the beginning of the Phuſſul of Tuccaucooul, in the year of Phaly 1172, equal to the month of April 1762. It is incumbent therefore upon you, our Sons, Omrahs, Viziers, Governors, Mutſeddees, for the affairs of our dewanſhip, Mootecophils for thoſe of our kingdom, Jagueerdars and Croories, both now and hereafter, for ever and ever, to uſe your endeavours in the ſtrengthening and carrying into execution this our moſt high command, and to cede and give up to the above-mentioned Engliſh Company, their heirs and deſcendants, for ever and ever, the aforeſaid Sircars, and eſteeming them likewiſe free, exempt, and ſafe from all diſplacing and removal: by no means whatever, either moleſt or trouble them on account of the demands of the Dewan's office, or thoſe of our Imperial Court. Looking upon this high firmaun as an abſolute and poſitive order, obey it implicitly. Dated the 24th of the moon Sophar *, in the ſixth year of our reign.

Forms made uſe of on the back of the Firmaun.

From the ſecretary, ſetting forth, that his Majeſty had been pleaſed to ſign a petition, (ſuppoſed to be from the Company) of the ſame date as the firmaun, directing, that whereas Salabat Jung Bahader, Subahdar of the Deccan, conferred the Sircar of Sicacole, &c. on the French Company, and that in conſequence of it's not being confirmed by his Majeſty, either by firmaun or otherwiſe, the High, Mighty, &c. &c. Engliſh Company (having ſent a large force for that purpoſe) did expel the ſaid French therefrom. His Majeſty therefore, in conſideration of the fidelity of the aforeſaid Engliſh Company, has given them (without the participation of any perſon whatever in the ſame) the abovementioned Sircars by way of iniam or free gift.

* Equal to the 12th Auguſt 1765.

Then follow two orders from the Mogul; the firſt, ſuppoſed to be in his own hand, addreſſed to his ſon Mirza Mahomed Acbur Shah Bahader, telling him to comply with the contents of this firmaun; the other directing that the Engliſh Company be under his ſon's command or in his Reſaula. The whole atteſted under Kazy Inauyet Khawn's ſeal to be a true copy from the original.

N° XXII.

Copy of the agreement whereby the Right Honourable Robert Lord Clive, on the part of the Engliſh Eaſt India Company, agrees to pay the King Shah Allum, from the revenues of Bengal, Bahar, and Oriſſa, the ſum of twenty-ſix lacks, or 325,000 l. per annum, in gratitude for the favours which his Lordſhip and the Company had received from HIS IMPERIAL MAJESTY. Dated 19th Auguſt 1765.

Articles of agreement with his Majeſty.

The Nabob Najim al Dowlah agrees to pay to his Majeſty out of the revenues of Bengal, Bahar, and Oriſſa, the ſum of 26 lacks of rupees a year, without any deduction for batta, on bills of exchange, by regular monthly payments, amounting to Rs. 216,666—10—9 per month; the firſt payment to commence from the 1ſt of September of the preſent year; and the Engliſh Company, in conſideration of his Majeſty's having been graciouſly pleaſed to grant them the dewannee of Bengal, &c. do engage themſelves to be ſecurity for the regular payment of the ſame. It ſhall be paid month by month from the factory of Patna, to Rajah Shetabroy, or whomſoever his Majeſty may think proper to nominate, that it may be forwarded by him to the court: but in caſe the teritories of the aforeſaid Nabob ſhould be invaded by any foreign enemy, a deduction is then to be made out of the ſtipulated revenue, proportionably to the damage that may be ſuſtained.

In conſideration of Nudjuff Khawn's having joined the Engliſh forces, and acted in his Majeſty's ſervice in the late war, his Majeſty will be graciouſly pleaſed to allow him the ſum of two lacks of rupees a year, to be paid by equal monthly payments; the firſt payment to commence from the 1ſt of September of the preſent year; and in default thereof, the

the Engliſh Company, who are guarantees for the ſame, will make it good out of the revenue allotted to his Majeſty from the territories of Bengal. If the territories of Bengal ſhould at any Time be invaded, and on that account a deduction be made out of the royal revenue, in ſuch caſe a proportionable deduction ſhall alſo be made out of Nudjuff Khawn's allowance.

Dated the 19th of Auguſt 1765.

Fort William, 30th September 1765.

A true Copy.

ALEXR CAMPBELL.
S. S. C.

No XXIII.

Copy of the Articles of Reſignation agreed to in July 1765, whereby the Nabob, Najim al Dowlah, agrees to accept of the ſum of 5,386,131 rupees 9 annas, or 673,266 pounds ſterling, for the ſupport of *his government and dignity*; becauſe HIS IMPERIAL MAJESTY SHAH ALLUM had been pleaſed to give the revenues of *his nabobſhip* to the Engliſh Eaſt India Company.

Agreement with the Nabob made by Mr. Francis Sykes in July 1765. (See his letter to the Secret Committee at Calcutta, dated the 28th July 1765.)

The King having been graciouſly pleaſed to grant the Engliſh Company the dewannee of Bengal, Bahar, and Oriſſa, with the revenues thereof, as a free gift for ever, on certain conditions, whereof one is, that there ſhall be a ſufficient allowance out of the ſaid revenues for ſupporting the expence of the Nizamut; be it known to all whom it may concern, that I do agree to accept of the annual ſum of ſicca rupees, 5,386,131—9—0 as an adequate allowance for the ſupport of the Nizamut, which is to be regularly paid as follows, viz. the ſum of ſicca rupees 1,778,854—1—0 for my houſehold expences, ſervants, &c. and the remaining ſum of rupees 3,607,277—8—0 for the maintenance of ſuch horſe, ſeapoys, peons, bercundazes, &c. as may be thought neceſſary for my Sewawry, and the ſupport of my dignity only, ſhould ſuch an expence hereafter be thought neceſſary to be kept up, but on no

no account ever to exceed that amount; and having a perfect reliance on Maeen al Dowlah, I deſire he may have the diſburſing of rupees, 3,607,277—8—0 for the purpoſes before-mentioned. This agreement, by the bleſſing of God, I hope will be inviolably obſerved, as long as the Engliſh Company's factories continue in Bengal.

A true Copy.

ALEX. CAMPBELL.
S. S. C.

No XXIV.

The Memorial of Mr. Thomas Hamilton, to the Honourable the Mayor's Court of Calcutta. Dated 13th June, 1769.

To the Honourable the Mayor's Court for the town of Calcutta, at Fort William, Bengal.

The Memorial of Thomas Hamilton of Calcutta, ſurgeon,

SHEWETH,

That ſome time in or about the month of June laſt paſt the memorialiſt was a ſuitor in this honourable court, againſt Ramababoo, defendant, and employed Mr. Richard Whittall, one of the attornies of this court, as his attorney, to proſecute and maintain the ſame.

That, in the courſe of ſaid ſuit, the memorialiſt was informed, and did, on very good authority, believe, that the ſaid defendant was going to leave Calcutta, and retire out of the juriſdiction of this honourable court.

That in conſequence of ſuch information, the memorialiſt took the neceſſary and uſual ſteps to ſecure himſelf and ſuit, by ſwearing, by affidavits drawn by his ſaid attorney, to the truth of his demand, and his belief of the ſaid defendant's being about to depart; in order to oblige the ſaid defendant to give bail, as is the conſtant and invariable practice of this court, as the memorialiſt is adviſed.

That after ſome time, the memorialiſt finding, notwithſtanding his affidavits ſworn as above recited, that no warrants were iſſued to compel the ſaid defendant to give bail as required, the memorialiſt imagined himſelf neglected by his ſaid attorney, and in conſequence very freely com-

communicated his ſentiments to his ſaid attorney, who excuſed himſelf, by declaring it was not in his power to do what he conceived he ought for the memorialiſt, *foraſmuch as he was brow-beat, and intimidated by Cornelius Goodwin, eſquire, then Mayor, and even threatened to be expelled the court on the occaſion*; and that the ſaid Mr. Goodwin, then Mayor, did, in or about the 7th day of June aforeſaid, in open court in judgment ſitting, declare, that the *memorialiſt's oath ought not to be taken*; and that the *defendant had been with him at his houſe*, and had there ſatisfied him, that he, the defendant, was a man of ſubſtance; and the reſult of the ſaid private interview between the ſaid Mayor and the ſaid defendant, was the ſaid Mayor's then and there, in open court, declaring, that the memorialiſt's ſaid affidavits ſhould *not be taken nor admitted*; and though warants had been before ordered, they *were then ſuperſeded*, and *bail was directed not to be given*; at the ſame time the memorialiſt's ſaid attorney was obliged to be ſilent in his behalf, being at the ſame time and place, by the ſaid Mayor, threatened to be *expelled the court*, if ever he undertook ſuch a cauſe in future.

That the ſaid Mr. Whittall, the memorialiſt's attorney, hath ſince, and very lately, further adviſed the memorialiſt, that or about Tueſday the 30th day of May laſt paſt, he the ſaid Cornelius Goodwin, then an Alderman, did in public court, then and there declare, that the ſaid Mr. Whittall had drawn in the memorialiſt to ſwear to an affidavit to make a man give bail (meaning in the above cauſe) and had perſuaded the memorialiſt to ſwear to the ſame.

The memorialiſt therefore conceives himſelf greatly wronged and aggrieved, both in his character, reputation, and intereſt, by the ſcandalous and injurious ſpeeches, and moſt partial proceedings of him the ſaid Cornelius Goodwin, in hearing any party in a cauſe pending in this honourable court, at his own houſe, and then coming to the bench, and there refuſing the memorialiſt the benefit of the laws of his country, becauſe he was pleaſed to be ſatisfied with the adverſe party, privately in his own houſe. Which proceedings of him the ſaid Cornelius Goodwin, the memorialiſt doth aver and maintain to be repugnant to equity and good conſcience, and manifeſtly tending to the infamy, wrong, and injury of the memorialiſt, and ſuch as require immediate redreſs and relief; the which, in order to obtain, is the true intent and meaning of this memorial to this honourable court, if happily the ſame may be thereby had: the memorialiſt humbly conceiving, that being an Alderman of this court is no ſanction for the ſaid Mr. Goodwin's treating him as the moſt infamous of men, by ſaying that his oath ought

not

not to be taken, or that he is to be drawn in or perſuaded, either by his attorney or any other perſon, to ſwear to any thing wherein his conſcience does not take part, ; or that he is thereby at liberty, on any private conference with the memorialiſt's adverſary out of court, to deprive him, a true and liege Britiſh ſubject, of the benefit of the laws of his country: from which alone he expects redreſs in this honourable court.

Calcutta,
13th June 1769. THOS HAMILTON.

A true Copy.

Signed J. MAY, Regiſter.

N° XXV.

The Anſwer of Cornelius Goodwin, Eſquire, Alderman, and late Mayor of Calcutta, to the Memorial of Mr. Thomas Hamilton; addreſſed to the Honourable the Mayor's Court of Calcutta. Dated 27th June 1769.

To David Killican, Eſquire, &c. Members of the Honourable the Mayor's Court.

Gentlemen,

Mr. Thomas Hamilton having preſented to this honourable court, a memorial, ſetting forth ſome pretended injuries or grievances received from me, or through my means, reſpecting a ſuit he commenced in this honourable court againſt Ramababoo, on or about the month of June laſt paſt, and it appearing to me, that I am greatly injured in the repreſentation of thoſe grievances, I think it incumbent on me, for my own juſtification, to acquaint this honourable court with the ſeveral circumſtances relating thereto, as far as I can recollect after ſo great a diſtance of time; and ſhall then leave it to the judgment of this honourable court, how far I have merited the memorialiſt's accuſations.

I admit, that the memorialiſt did apply to me, as the then mayor, for a warrant to oblige Ramababoo to give bail in the ſuit commenced againſt him by the ſaid memorialiſt; and in conſequence of ſaid application I granted a warrant, but ſeveral creditable and reſponſible people

people coming ſhortly after to me, and aſſuring me that the ſaid Ramababoo was a man of ſubſtance and property, and not about to depart the juriſdiction of this honourable court; and as a confirmation of what they had aſſured me, the ſaid Ramababoo having produced at the ſame time ſeveral intereſt bonds to a conſiderable amount, for monies lent by him to ſeveral gentlemen in the ſettlement, *I was induced to put a ſtop to the execution of the ſaid Warrant:* and the ſucceeding court day I verbally related the foregoing circumſtances, in juſtification of my conduct upon the occaſion, to the members then with me upon the bench, who made no objection thereto.

Reſpecting the memorialiſt's repreſentation of being informed by his attorney, Mr. Whittall, that it was not in his power to do what he conceived he ought for the memorialiſt, foraſmuch as he was brow-beat and intimidated by me, and even threatened to be expelled the court on the occaſion, I do moſt ſolemnly declare theſe aſſertions of Mr. Whittall's to be falſe; and, to the beſt of my remembrance, I ſaid nothing more to him upon the occaſion, than blaming him for adviſing his client to apply for the warrant, and recommending to him to be cautious in future in his application for warrants of that kind. I muſt beg leave alſo to remark, that it appears (by the firſt part of the memorialiſt's repreſentation on this head) the memorialiſt had not been informed by his attorney, Mr. Whittall, for ſome time, of what had paſſed in the court relative to the warrant being ſuperſeded; or even till the memorialiſt had applied to his ſaid attorney upon the occaſion, when he charged him with having been neglected by him. How Mr. Whittall accounted for this omiſſion, I can't pretend to ſay; but I am inclined to think, he would not have deferred informing his client with what he afterwards did, as is ſet forth by the memorialiſt, if it had been real; nor was it juſtifiable in him to omit giving his client the earlieſt notice of the warrant being ſuperſeded, together with the reaſon which was aſſigned for it.

The memorialiſt's repreſentation, reſpecting a declaration of mine in open court, that his oath ought not to be taken, and his affidavit not admitted, doth, in my opinion, confute itſelf; it evidently appearing, that I laid the blame entirely on Mr. Whittall for applying for the warrant, and therefore could not, with the leaſt propriety, point at the memorialiſt; nor had I any right, without the concurrence of the other members upon the bench, to expreſs myſelf in ſo dictatorial a manner as is ſet forth by the memorialiſt.

In anſwer to the memorialiſt's repreſenting his having been very lately adviſed by his attorney, Mr. Whittall, that I, as an alderman, did, on or about the 30th day of May laſt, in public court declare, that the ſaid Mr. Whittall had drawn in the memorialiſt to ſwear to an affidavit to make a man give bail, and had perſuaded the memorialiſt to ſwear to the ſame, I beg leave to ſet forth to this honourable court the circumſtance that occaſioned the memorialiſt's name to be mentioned that day in court, and which was as follows.

Mr. Killican, the preſent Mayor, being then upon the bench, was obſerving to Mr. Miller and myſelf, that he ſhould be cautious in future how he granted warrants, as he had reaſon to apprehend they were too frequently applied for without proper foundation. In conſequence of this, I ſaid (without the leaſt intention of injuring the memorialiſt) that I recollected Mr. Whittall had prevailed upon the memorialiſt to apply laſt year for a warrant, which afterwards appeared to me to be unneceſſary: and this, to the beſt of my remembrance and belief, was all that was ſaid upon the ſubject. I muſt now beg leave to inform this honourable court, that the next day, or two days after the above converſation, the memorialiſt came to my houſe, ſeemingly in great wrath, and challenged me with having ſaid in court, at the time aforeſaid, that he had taken a falſe oath. My anſwer to him was, that I had not ſaid ſo. Whereupon he told me, that Mr. Whittall was his author; and that he, the memorialiſt, was ready to ſwear it. About half an hour after the memorialiſt left my houſe, I went to the court-houſe, where I accidentally met Mr. Whittall, and took that opportunity to tax him with what the memorialiſt had told me, as aforeſaid: to which he replied, that he did not tell the memorialiſt any ſuch thing. I then aſſured him, that the memorialiſt had ſaid ſo; and in conſequence of it concluded, that he would have cleared up the point with the memorialiſt, and that I ſhould have heard no more of it.

Having adhered ſtrictly to truth in the foregoing relation, by way of reply to the ſeveral accuſations ſet forth againſt me by the memorialiſt, in his ſaid memorial, I flatter myſelf with not having merited any part of the ſaid accuſations; and that I ſhall ſtand exculpated therefrom by this honourable court, as likewiſe from having any intentions of injuring the memorialiſt.

In regard to Mr. Whittall, I can't help ſaying, that I look upon him to have been the promoter of the injurious accuſations, and humbly conceive his proceeding in the caſe to be very unwarrantable in the character of an attorney of this honourable court; and doubt not, upon due

due conſideration, that proper notice will be taken of it by the members of this honourable court, to whoſe judgment I ſubmit myſelf; and am, with all due reſpect,

Gentlemen,

Your moſt obedient ſervant,

Calcutta, 27th June 1769. CORNELS. GOODWIN.

A true Copy.

J. MAY, regiſter.

N° XXVI.

The Memorial of Alexander Jephſon, Eſquire, to the Honourable the Court of Directors of the United Company of Merchants of England trading to the Eaſt Indies; with the opinion of Sir William De Grey, Sir Fletcher Norton, and Charles Sayer, Eſquire, thereupon.

To the Honourable Court of Directors of the United Company of Merchants of England trading to the Eaſt Indies.

The Memorial of Alexander Jephſon, late of Bengal, Merchant, but now of London.

SHEWETH,

That your memorialiſt, in the year 1762, went to Bengal under free merchants covenants by your permiſſion granted in that year; and during his reſidence there, and in the year 1766, he married Mrs. Gallopine, widow and executrix of the late Peter Gallopine of Calcutta, whoſe eſtate your memorialiſt found in great confuſion, and large demands againſt it; and your memorialiſt examined and peruſed his books of accounts with as much care and attention as they would admit of, they having been very irregularly kept, and no balance of his caſh book having been ſtruck for ſome years.

That it appeared to your memorialiſt on ſuch examination, that it was impoſſible any judgment could be formed of his affairs by the ſtate of the books at the time of his death, although it was cruelly reported that Mr. Gallopine had died worth money, which report has been of

great detriment to the creditors of the eſtate as well as to your memorialiſt; for, upon making up the accounts of the ſaid eſtate, your memorialiſt found the ſame greatly inſolvent to the amount of near a lack of rupees; and in conſequence of there not being ſufficient aſſets to ſatisfy all the creditors on the eſtate, your memorialiſt, and his wife as executrix, had ſeveral ſuits commenced againſt them in the Mayor's Court at Calcutta.

That in the year 1767, your memorialiſt and his wife intended to come to England, and had engaged their paſſage, but were prevented by the Mayor's Court, who called upon your memorialiſt to give ſecurity, on leaving the country, for the amount of all the debts and demands on Mr. Gallopine's eſtate; alledging, that as the executrix had paid ſeveral debts in full, ſhe ought to pay the remainder, or make an equal dividend of the eſtate, and that ſo much as was overpaid of what the dividend would have amounted to, muſt be paid out of her own ſeparate eſtate: to this your memorialiſt anſwered, in behalf of the executrix, that ſuch debts as were paid were juſt demands, and not diſputed, and were paid by her as they were demanded, *before any ſuits were commenced*, and *before it was known that the eſtate was inſolvent*, and *on a ſuppoſition that there would be ſufficient aſſets to anſwer the whole demands on ſaid eſtate:* your memorialiſt alſo acquainted the court, that *there was a large ſum of money due to the executrix on account of her marriage ſettlement with Mr. Gallopine, which was her own proper money, and ſettled upon her before her intermarriage with Mr. Gallopine, and veſted in the hands of truſtees, which Mr. Gallopine afterwards poſſeſſed himſelf of, by being attorney for one of the truſtees, without the knowledge or conſent of the executrix, and thereby your memorialiſt became the greateſt creditor: that as all the effects had been accounted for which came to the hands of the executrix, and your memorialiſt, their demanding ſuch ſecurities from your memorialiſt on an inſolvent eſtate, was unjuſt and contrary to law*, and therefore your memorialiſt refuſed to comply with giving ſuch ſecurities: the court then obliged your memorialiſt to make an affidavit in court, that your memorialiſt would ſtay another year for the ſatisfaction of the creditors, which your memorialiſt was compelled to comply with, or he would have been ſent to priſon; which compulſion has been a great expence and loſs to your memorialiſt.

The court then promiſed they would hear the cauſes in the courſe of the twelve months, and that your memorialiſt ſhould not be detained any longer on account of theſe affairs.

That your memorialiſt gave public notice for all perſons having demands on the ſaid eſtate, to make them on or before the 1ſt of September,

ber, that your memorialiſt might not be prevented coming to England the next year; and, as it appeared the Banyan, who had the management of Mr. Gallopine's affairs in his life-time, had not given in proper and clear accounts, and had aſſured the executrix that *there would be ſufficient aſſets to pay all the debts on the eſtate, beſides her own money due by virtue of the ſettlement*, your memorialiſt, ſuſpecting him guilty of ſome fraud, cauſed a bill to be filed againſt him for the diſcovery of the effects, and alſo to ſatisfy the creditors, who ſtill could not be perſuaded that the eſtate was inſolvent, though your memorialiſt filed his account of the eſtate in the Mayor's Court in October; and your memorialiſt afterwards delivered in all the books, papers, and accounts belonging to the ſaid Peter Gallopine's eſtate to the Regiſter of the Mayor's Court, by order of the court, for the inſpection of the creditors.

That the next year, in February 1768, your memorialiſt was preparing to come to England; when ſeveral of the creditors, who then had ſuits depending in the Mayor's Court, filed a new bill againſt the executrix and your memorialiſt; and though they made the debts amount to about 25,000 rupees, they drew out an account of what a dividend would produce, and again demanded a ſecurity from your memorialiſt of about 78,000 rupees.

That your memorialiſt had often attended the court in the courſe of the twelve months, and acquainted them that it was his firm intention to leave Bengal that ſeaſon, and preſented ſeveral petitions requeſting they would finiſh the affairs, agreeable to their aſſurances of laſt year; alſo of his having taken a paſſage on board The Northington, Captain Sealy, who was to ſail the latter end of February, or beginning of March, in order to bring them to a concluſion, as your memorialiſt found he could be of no further ſervice to the eſtate, and his own affairs requiring his preſence in Europe, beſides that his health had been much impaired; and upon this bill being filed on the 19th of February 1768, a few days only before your memorialiſt was to embark, the court iſſued out a warrant, called a *Ne exeat regno*, which was in the words following:

"By the Honourable the Mayor's Court at Calcutta at Fort William in Bengal:

"To the Sheriff of Calcutta aforeſaid, and the diſtrict thereof, greeting:

"Becauſe we have received certain intelligence that Alexander Jephſon and Philadelphia his wife, who is widow and executrix of Peter

" Peter Gallopine, late of Calcutta aforeſaid, merchant, deceaſed, pro-
" poſe immediately to depart out of the juriſdiction, or out of the reach
" of the proceſs of this Court, towards parts beyond ſeas, to the very
" great damage of this Court, and of the ſuitors of this Court; and
" this Court being willing and deſirous to prevent the ſame, you are
" commanded by this Court, that without any delay you make the ſaid
" Alexander Jephſon and Philadelphia his wife perſonally to come be-
" fore you and find ſufficient bail, under a certain penalty by you to
" be reaſonably impoſed, for which they will anſwer to this Court, that
" they or either of them ſhall not preſume or attempt to depart towards
" parts beyond ſeas, or out of the juriſdiction, or out of the reach of
" the proceſs of this Court, without the ſpecial licence of this Court,
" in contempt or to the prejudice or damage of this Court, or of the
" ſuitors thereof; and if this they ſhall refuſe to do before you, then
" do you immediately commit the ſaid Alexander Jephſon and Phila-
" delphia his wife to the priſon at Calcutta aforeſaid, in the ſame to be
" kept in cloſe cuſtody until they do this voluntarily; and when you
" have ſo taken ſuch bail or ſecurity, do you certify this court thereof
" clearly and diſtinctly under your ſeal, at the ſame time returning this
" writ to this Court.—Given under the hands and ſeals of Cornelius
" Goodwin, Eſq; Mayor, and of Mr. David Killican, one of the alder-
" men of Calcutta aforeſaid, and under the ſeal of the ſaid Court, this
" ninteenth day of February, in the year of our Lord 1768.

(Signed " CORNELIUS GOODWIN, Mayor. (L. S.)
" DAVID KILLICAN, Alderman. (L. S.)

" (L. S.) JOHN HOLME, regiſter.

" Take good bail for current rupees ſeventy-eight thouſand ſix hundred
" forty-four, and four annas, and one pice."

This proceeding your memorialiſt looked upon as illegal, and would not comply with; in conſequence of which your memorialiſt was arreſted by the Sheriff by virtue of the above warrant, and committed to priſon, without being allowed twenty-four hours to procure bail.

Your memorialiſt immediately applied to the Governor and Council of Calcutta for redreſs, as per the following letter:

" To

" To the Honourable Harry Verelſt, Eſq; Preſident and Governor, and " the Council of Fort William.

" Honourable Sir and Sirs,

" I beg leave to inform you, that by virtue of an illegal warrant if- " ſued from the Honourable the Mayor's Court, under the hands and ſeals " of Cornelius Goodwin, Eſq; Mayor, and Mr. David Killican, one of " the Aldermen, I am this day committed a cloſe priſoner to the jail of " this town, which puts me under the diſagreeable neceſſity of requiring " your immediate protection as an inhabitant of this ſettlement, under the " protection of the Honourable Company as a free merchant, and likewiſe " as a ſubject of the king of Great Britain, that I may be properly redreſſed, " and proceed to *England* in The *Northington*, Captain Sealy, agreeable " to the permiſſion you have been pleaſed to give me.

" I am, with the greateſt reſpect,

" Honourable Sir and Sirs,

" Your moſt obedient ſervant,

(Signed) " ALEXANDER JEPHSON."

In the Jail of Calcutta,
23d February 1768.

But they informed your memorialiſt that nothing but decrees regularly appealed from were cognizable by them, as per the following letter:

" To Mr. Alexander Jephſon.

" SIR,

" I am directed by the Honourable the Preſident and Council to ac- " knowledge receipt of your letter of this date; and to acquaint you in " reply, that your application to them can only be as Governor and " Council, or as a Court of Appeals; in the latter caſe, nothing but " decrees in the Mayor's Court, regularly appealed through all the " forms, are cognizable by them: in the former caſe, as the Mayor's " Court, a king's court of record, is no ways dependent on them in

" their

" their judicial capacity, nor no ways anſwerable for their proceedings, " they, as a governor and council, have no right to interfere, even in an " illegal act.

" I am, SIR,

" Your moſt humble ſervant,

(Signed) " SIMEON DROZ, ſecretary."

Fort William, 23d February 1768.

That the attorney for your memorialiſt during ſuch confinement waited ſeveral times on Mr. Droz the ſheriff, and aſked what bail was required for the enlargement of your memorialiſt and his wife, who ſometimes referred him to the court, ſometimes to the plaintiffs, and ſometimes to the Mayor.

That your memorialiſt's attorney then informed Cornelius Goodwin, Eſq; Mayor, and Mr. Droz the ſheriff, he was come to depoſit the 78,000 rupees, the ſum marked in the writ, in the Company's treaſury, or any other ſum which ſhould be required; but they abſolutely refuſed to accept of ſuch or any other ſecurity whatſoever.

That the ſaid Cornelius Goodwin, in the courſe of the proceedings againſt your memorialiſt in the ſaid Mayor's Court, did frequently declare that your memorialiſt ſhould be detained in the country; and when your memorialiſt's ſaid attorney ſtated to the court the illegality of ſuch proceedings, and that they were not agreeable to the laws of England, he the ſaid Cornelius Goodwin declared, *That they had nothing to do with the laws of England there; that the laws of England were never made for them; and declared he would not ſo much as hear the laws of England named while he ſat upon that bench:* That the ſaid Cornelius Goodwin, Mayor, and David Killican and John Levett, two of the aldermen, had a converſation with the ſheriff; and your memorialiſt's attorney waited upon the ſheriff, who informed him that your memorialiſt would be releaſed on giving ſecurity for the money; whereupon your memorialiſt's attorney, by order of your memorialiſt, offered Mr. Williamſon to be ſecurity, who was then accepted of; but the next morning the Mayor informed your memorialiſt's attorney, that the ſheriff would not accept of any ſecurity, without an order of court, for the enlargement of your memorialiſt and his wife.

That a court was then ſummoned (1ſt March) at which was preſent the Mayor, and Meſſrs. Lear, Killican, Cator, and Levett, aldermen, when bail was again offered by your memorialiſt's attorney; and Mr. Woodward, one of the aldermen, declared in open court he would be ſecurity for the 78,000 rupees, which was refuſed: whereupon your memorialiſt's attorney and Mr. Woodward then aſked what bail was required; but the court would fix on no ſum; and ſaid *Bail would not be taken, as other ſuits and demands might afterwards be made on the eſtate*, and *that nothing but your memorialiſt's preſence in perſon to anſwer the cauſes depending in court would be ſatisfactory*; and your memorialiſt received a letter from the Sheriff to that purpoſe (a copy of which is as follows):

"To Alexander Jephſon, Eſq;

"SIR,

"I have received your note, and am to acquaint you in reply, that "the court has acquainted me, nothing but your preſence and that of "Mrs. Jephſon's, to anſwer in perſon to the ſeveral cauſes depending "in court can be ſatisfactory to them: in ſhort, I am not, nor cannot "take notice of any thing for your enlargement, but a ſpecial authority "from the court directing me to releaſe Mrs. Jephſon and you. It "gives me much pain to be obliged to conform to orders of ſo ſevere a "nature.

"I am, SIR,

"Your moſt humble ſervant,

(Signed) "SIMEON DROZ, Sheriff."

"1ſt March 1768."

On receipt of which letter your memorialiſt immediately wrote to the Mayor as follows, but received no anſwer thereto.

"To Cornelius Goodwin, Eſq; Mayor.

"SIR,

"I have juſt now received a note from Mr. Droz, that he cannot "releaſe me on any account without an order from you or the court: "Mr. Thomas Woodward and Mr. William Harwood will be my ſe-

" curity to anſwer to the decrees againſt Mr. Gallopine's eſtate, and " this is what I underſtand is all the Court want; therefore, Sir, I de- " ſire you will ſend orders to Mr. Droz to releaſe me on theſe gentlemens " becoming my ſecurity, or let me know what I am to do, or what is " further wanted of me: thoſe gentlemen deſire to know when you will " be at home, and they will wait on you to juſtify as my ſecurity. I requeſt " your immediate anſwer; and am,

" SIR,

" Your moſt humble ſervant,

(Signed) " ALEXANDER JEPHSON."

" Calcutta, March 1ſt, 1768."

Your memorialiſt was therefore to conſider himſelf as a priſoner for life, as the Court might always make the ſame plea as the preſent, *That other ſuits and demands might afterwards be made on the eſtate:* and as your memorialiſt was conſcious he had done his duty in the management of the eſtate; and that theſe proceedings were contrary to the regular courſe of law and juſtice; and that your memorialiſt had no hopes of ever being redreſſed in India; and that by a continuance there under theſe cruel circumſtances it might put a period to the life of your memorialiſt, who only wanted juſtice and equity to take place: therefore your memorialiſt having given his bond to the Sheriff for the liberty of his houſe, on the 2d of March left his houſe, and got into his boat with intent to go on board The Northington, having the Governor and Council's permiſſion, and his baggage ſent on board; but on his way to the ſhip in the river, and near to Ingellee, the next day, the 3d of March, in the evening, your memorialiſt's boat was boarded by a military ſerjeant and ſoldiers, with fixed bayonets, piſtols, and other arms; alſo the Sheriff's officer with the ſilver oar, who produced the orders of the Governor and Council to Captain Sealy and all commanders under the Engliſh protection, (a copy of which order is as follows):

" Mr. Alexander Jephſon and Philadelphia his wife having fled " from juſtice, in defiance of the laws of the land, I am directed by " the Honourable the Preſident and Council to acquaint you, that you " are on no account to receive them on board your ſhip; and if they

" are

" are on board, you are immediately on receipt of this to deliver them up " to the ſheriff's officer.

" By order of the Honourable the Preſident and Council,

(Signed) " EDWARD BABER, aſſiſtant ſecretary.

" Fort William, the 2d March 1768."

And in this manner your memorialiſt and his wife were forced back to Calcutta, and immediately committed cloſe priſoners by the ſheriff; and your memorialiſt was thereby deprived of going in The Northington, which was a very great loſs to your memorialiſt and his affairs.

Your memorialiſt was ſurprized to find the Governor and Council ſhould iſſue out ſuch orders, after their anſwers to your memorialiſt on theſe affairs; and your memorialiſt addreſſed them again during confinement, by letters dated the 7th and 14th of March, and laid the caſe before them; alſo requeſted ſuch letters might be forwarded to this Honourable Court; to which your memorialiſt received the ſame anſwer as before.

Your memorialiſt and his wife remaining in priſon, many applications were made to the Court, the Mayor, and Sheriff, for their enlargement, as there was only one ſhip more, The Admiral Pocock, Captain Riddle, to be diſpatched that ſeaſon; when the Court at laſt thought proper to enlarge your memorialiſt on the 18th of March, *on* giving *the ſame bail which he had offered before, but which was refuſed*, and ſecurity-bonds to anſwer the monies due to the eſtates of ſeveral deceaſed perſons, to ſome of whom Mr. Gallopine was executor, and to others adminiſtrator.

In conſequence of theſe proceedings your memorialiſt, who together with his wife are now in England, was obliged to leave his effects in Bengal in the hands of his bail for their indemnification; and having (previous to the iſſuing the *ne exeat regno*) taken his paſſage on board The Northington, your memorialiſt forfeited his paſſage-money, which he had actually paid, and which amounted to near 500l. although your memorialiſt and his wife came home in another ſhip, (The Pocock).

Your memorialiſt, ſince his arrival in England, has employed an eminent attorney to draw up the caſe, and had the then Attorney General Mr. De Grey and Sir Fletcher Norton's opinion thereon; who declare the *ne exeat*, and the proceedings of the ſaid Mayor's Court, to be illegal, arbitrary, and moſt oppreſſive; whoſe opinions your memorialiſt is ready to lay before this Honourable Court when called for;

alſo all the other original letters and papers relative to theſe proceedings; and alſo is ready to verify the above charges by affidavits, or in ſuch other manner as your Honours ſhall direct.

Your memorialiſt moſt humbly prays your Honours to take his caſe into conſideration, and that an enquiry may be had into the conduct and proceedings of Cornelius Goodwin the late Mayor, and the ſeveral other Aldermen of the Mayor's Court at Calcutta, whoſe conduct as judges thereof have been moſt arbitrary and oppreſſive in the courſe of the proceedings againſt your memorialiſt; and to order home the ſaid Cornelius Goodwin late Mayor, together with David Killican, Alderman, and Simeon Droz the Sheriff, who have been moſt active in oppreſſing and injuring your memorialiſt, in order to anſwer here for the ſame; foraſmuch as your memorialiſt cannot hope for any redreſs in the premiſes in the Mayor's Court at Calcutta, and cannot commence any ſuit againſt them here whilſt they are abroad; and that the bail which your memorialiſt was compelled to give to the ſaid Court for all demands made upon the eſtate of the ſaid Peter Gallopine, deceaſed, who being inſolvent, and your memorialiſt the greateſt creditor, may be ordered to be diſcharged, in order that he may be enabled to recover his effects from Bengal; and to grant ſuch further relief to your memorialiſt as to your Honours ſhall ſeem meet.

And your memorialiſt will ever pray, &c.

ALEXANDER JEPHSON.

London, 2d March 1772.

Mr. Sayer's opinion.

Mr. Sayer is deſired to peruſe the memorial of Mr. Alexander Jephſon, left herewith, and his opinion is deſired.

Query I. whether the *ne exeat regno* granted by the Mayor's Court againſt Mr. Jephſon and his wife was legal, and eſpecially as it appears they were executors of an inſolvent eſtate, and that the ſame iſſued without any proof before the court to warrant ſuch a proceeding?

Anſwer. I have read the memorial of Mr. Alexander Jephſon, and if there is no reaſon to doubt the facts therein contained, the *ne exeat regno*

is

is not only illegal, but the proceedings relative to Mr. Jephſon and Philadelphia his wife, under it, are not founded in juſtice, but in wickedneſs and outrage. I am ſatisfied in my own mind, that neither Mr. Cornelius Goodwin the Mayor, nor Mr. David Killican the Alderman who ſigned the order of the 19th February 1768 for the committing of Mr. Jephſon and wife, without the name of a ſingle complainant, could conſider it as a regular proceeding in a court of juſtice, but as an act of power, for the gratification of their private malice and reſentment.

Query II. If the iſſuing this writ was illegal, under the circumſtances of this caſe, ought not the Preſident and Council to have admitted and received the complaint made by Mr. Jephſon, by way of appeal from the order of court by which the writ iſſued, which it appears they declined doing; and whether they ought not now ſo to do, and give the party relief: and upon the whole, what can the Court of Directors do in this matter, on Mr. Jephſon's behalf, and what is adviſable for them to do, to prevent ſuch illegal practices for the future?

Anſwer. The Preſident and Council ought to have admitted and received the complaint made by Mr. Jephſon by way of appeal, and reverſed every proceeding relating to this illegal *ne exeat regno*; but ſo far were they from ſo doing, that except the proceedings of the Mayor's Court, nothing could be worſe than their anſwer to Mr. Jephſon of the 23d February 1768, ſigned Simeon Droz, ſecretary, and their order to the Captain of the Northington, of the 2d March 1768, ſigned Edward Baber, not to receive Mr. Jephſon and his wife on board, but immediately deliver them to the Sheriff. Such courts of juſtice are not only diſgraceful to the Eaſt India Company, but the nation; and if the Company does not reſcue the inhabitants in their ſettlements from ſuch outrage on their properties, under the maſk of juſtice, *Bengal* will be deſerted.

I truſt there are men better qualified for judges to be found at Bengal, than either Mr. Goodwin or Mr. Killican, and a very legal and fair opportunity offers itſelf for removing one or both of them from the ſeat of juſtice, which they have ſo ſhamefully diſgraced.

Mr. Jephſon's memorial ſtates, as a fact, that the proceedings were complained of to the court as illegal, and not agreeable to the laws of England; and *that Mr. Cornelius Goodwin declared, they had nothing to do with the laws of England there; that they were never made for them; and declared, that he would not ſo much as hear the laws of England named while he ſat upon the bench.*

If

If it can be plainly proved, that Mr. Goodwin, Mr. Killican, or any other of their aſſociates, the Judges of the Mayor's Court, uſed, ſitting in judgment, theſe words, or words to the like effect, they ought to be removed from being judges of the court, and upon a complaint in writing, in ſome perſon's name, exhibited againſt Mr. Goodwin, or any other of the judges, charging the fact above ſpecified in writing, and a reaſonable time given to him or them to make their defence, and being ſummoned for that purpoſe, if the fact is proved upon them, by at leaſt two witneſſes, they may legally, and ought, for the ſake not only of common juſtice, but common decency, to be diſcharged from being judges of the Mayor's Court, and, if poſſible, by appointing other judges, prevent the juſtice of that country from being ſo ſcandalouſly adminiſtered.

Copy of Sir William De Grey's Opinion.

There is ſo much irregularity, illegality, and oppreſſion in this ſtory, that I ſcarce know how to believe the parties concerned in tranſacting it would admit it to be true. I think ſeveral of the decrees as ſtated are erroneous, and might be appealed from, the principle of law miſtaken, ſome of the orders of the court unjuſt, and the *ne exeat* illegal. If any of the parties are in England, actions might be brought againſt them for their parts of the tranſaction, as far as they were illegal; but before a preciſe remedy can be pointed out, it would be neceſſary to ſee the particular proceedings, and to know the facts with accuracy, and how far they can be brought home to any perſon now in England.

An appeal from this or that order or decree, or a petition for leave to appeal, would not give a full and adequate relief, and would be attended with great expence.

The India Company are ſo deſirous of eſtabliſhing a free courſe of juſtice in their ſettlements, that if the matter is as ſtated, I cannot but think a memorial to them for a reſtitution and ſatisfaction, might produce a completer remedy than a proceſs at law.

Copy of Sir Fletcher Norton's Opinion.

I think there may be caſes where it may be legal to detain a perſon in India, and to iſſue writs of the nature with the preſent; but upon this ſtate of facts, all the proceedings againſt Mr. and Mrs. Jephſon ſeem to be illegal, arbitrary, and moſt oppreſſive; and if there is any doubt of obtaining redreſs by the ordinary courſe of proceedings in this country,

it may be adviſable to bring the whole hither by appeal or by way of criminal complaint againſt the mayor and others, who have been actors in theſe oppreſſions.

No XXVII.

The Caſe of Mr. Richard Whittall; with the opinion of John Dunning, Eſquire, thereon.

Mr. Richard Whittall, an attorney of the Court of King's Bench, with the leave of the Eaſt India Company, ſome time in April 1764, ſailed for India, as a free merchant, in order to reſide at Calcutta, in Bengal. And on the 6th day of March 1767, he was admitted, and ſworn one of the attornies of the Mayor's Court there, agreeably to the practice of the court; where, by his diligence and good behaviour, he acquired great reputation, and by his practice procured a very genteel income.

The Mayor's Court at Calcutta, in Bengal, is by his Majeſty's charter appointed a court of record, for hearing and determining all civil ſuits, actions, and pleas, with power to appoint officers and miniſters; and the court is enjoined to adhere ſtrictly to the laws of England, in all ſuch matters as ſhould come before them for their determination. The court conſiſts of a Mayor and nine Aldermen, elected, by virtue of the charter, by the Governor and Council; and being either free merchants, or ſervants of the Company, and many of them holding offices immediately under the Governor, and others being indulged by him with the liberty of private trade, or other favours, they are therefore ſubject to the influence and controul of the Governor and Council. And ſo great is ſuch influence, that a Governor has been known, by his private mandate, to put a ſtop to a trial at law which was hearing in the court, all the proceedings being gone through, and the ſaid court about to paſs judgment thereon. And it is likewiſe notorious, that if the Governor or Council ſhould have any pique or animoſity againſt any of the attornies of the Mayor's Court, private application has been made by them to the Mayor and Aldermen for the diſmiſſion of ſuch perſons; inſomuch that the attornies of the ſaid court have found it hazardous to undertake a ſuit, eſpecially in matters of arbitrary proceedings, or oppreſſion, wherein the Governor, the Council,

or

or any of their favourites have been in the leaſt intereſted, on behalf of defendants.

About the time of Mr. Whittall's admiſſion as attorney of the Mayor's Court at Calcutta, Mr. Cornelius Goodwin, then an Alderman (ſince Mayor of the ſaid Court) did declare, that HE, the ſaid Cornelius Goodwin, "would take care, when he came to the Mayoralty, that Mr. "Whittall ſhould not long remain in the office of an attorney of the "ſaid court; for that he would get him diſmiſſed, in order to have "one Mr. Driver, an intimate of his own, admitted in his ſtead," or words to that effect. At this time the ſaid court would only admit four attornies to practiſe in Calcutta; and it it is well known that the ſaid Cornelius Goodwin has often aſſumed to himſelf the office of determining in a private manner, at his own houſe, ſuits which ought to have been brought on in the public court; and has declared, that if the parties would aply to him alone, he would ſettle matters without the tedious buſineſs of the law: for which he had his own private views, as plainly appeared, and has actually, while Mayor, prejudiced, in ſuch unwarrantable manner, the cauſes of ſeveral perſons applying; ſetting at naught the laws of England, and holding them in contempt, by which, as a judge, he ought to have been directed: ſaying, "That "England was a great way off; that they had nothing to do with its "laws there;" (meaning the ſaid court, where he, the ſaid Cornelius Goodwin, then ſat as Mayor) "That the laws of England were never "made for India; and that while he preſided on the bench, he would "not ſo much as hear the laws of England mentioned in that court," or words to that purport or effect. Farther, that when the ſaid Cornelius Goodwin was elected Mayor, in order to lay a foundation for carrying his purpoſes, declared againſt Mr. Whittall the more readily into execution, he did frequently intimidate and reprehend the ſaid Mr. Whittall, in the courſe of ſuch ſuits as he was concerned in; and which, as Mayor of the ſaid court, came before him in a judicial way, with threats of diſmiſſion and other ſuch menaces; forbidding him to ſpeak on behalf of his ſaid clients, to the great injury not only of the ſuitors of the ſaid court, but alſo of the ſaid Mr. Whittall, both in his practice and reputation; decreaſing thereby the number of his clients, who feared on ſuch account to entruſt him with their cauſes, and conſequently diminiſhing his gains and profits by his profeſſion.

And, FIRST, Mr. Whittall being employed for one Rajah Nundcomar, an inhabitant of Calcutta, againſt Johannes Bogdazar, an Armenian merchant, an intimate friend of Mr. Cornelius Goodwin's, and concerned with him in trade; the matter being a ſuit and croſs ſuit, the ſaid Cor-

nelius Goodwin ſitting as Preſident at the hearing of thoſe ſuits, ſome time in June or July 1768, both ſuits were decreed againſt Rajah Nundcomar, Mr. Whittall's client, with coſts to be paid to the other party; but the ſaid Rajah Nundcomar thinking himſelf thereby injured, ordered his attorney, Mr. Whittall, to appeal from the ſaid decrees (as warranted by law) to the court of appeals, conſiſting of the Governor and Council at Fort William. But upon the certificates of ſuch appeals being ſent to, and read in the Mayor's Court, as uſual, the ſaid Cornelius Goodwin, then Mayor, and by office one of the Judges of the ſaid Court, broke forth into a violent and unſeemly fit of rage, and then and there abuſed the ſaid Mr. Whittall, who moved to have the ſuits marked with the word [appealed] agreeably to the practice of the ſaid court; and declared, "That Mr. Whittall ought to be expelled from "being an attorney of the ſaid court, for daring to appeal the cauſes "abovenamed; for that he was not fit to be an attorney of that court, "and had only adviſed ſuch appeals, in order to put his client to ex-"pences;" and aſſerted, that Mr. Whittall ought to be diſmiſſed on that account. And, in fact, had not the other Aldermen, then upon the bench, proved more moderate, he would then and there have been diſmiſſed from his office and practice.

Nevertheleſs the decrees of the Mayor's Court in theſe cauſes were erroneous: and when the ſaid cauſes were heard before the court of appeals, the Governor and Council thought fit to reverſe the ſame in favour of Mr. Whittalls client, Rajah Nundcomar abovementioned.

And FARTHER, Mr. Hamilton, ſurgeon of Calcutta, having employed Mr. Whittall in three ſuits againſt a certain merchant, called Ramababoo, and others, informed Mr. Whittall that he had ſpecial information while the ſuits were yet depending, that Ramababoo was about to quit the country; and deſired Mr. Whittall to prepare affidavits, and go with him to Mr. Goodwin, then Mayor, to ſwear him thereto, in order to obtain warrants for holding him to bail in the ſaid ſuits, which Mr. Whittall accordingly did. Mr. Goodwin ſwore him thereto; and on the next court day, being the 3d June 1768, Mr. Whittall filed three affidavits for this purpoſe in the Mayor's Court, moving at the ſame time, that the defendants ſhould give in bail on or before the next court day, or that warrants ſhould iſſue againſt them in default thereof, which was accordingly granted. But on the next court day, being the 7th June, Mr. Goodwin, then Mayor, did with great warmth of ſpeech attack Mr. Whittall in open court, demanding how he came to apply for a warrant? and when Mr. Whittall, in anſwer, ſpecified the reaſons and informations above recited, quoting the ſaid affidavits, the ſaid Mayor

ſaid, in violent anger, "That ſuch affidavits ſhould not, or ought not "to have been taken or admitted; for that he the ſaid Cornelius Good-"win had been credibly informed, that Ramababoo was not about to "depart the place, or go out of the juriſdiction of the ſaid court; and "that Ramababoo had produced to him bounds from ſeveral gentlemen "in the ſettlement." And then Mr. Goodwin proceeded to relate the natures of the above-mentioned ſuits in a manner greatly to the prejudice of the plaintiff, and farther ſeverely reprehended Mr. Whittall for adviſing (as he ſaid) his client to make the ſaid affidavits; adding, "That if Mr. Whittall ever appeared concerned again in ſuch ſuits, he "ſhould be diſmiſſed the court;" obſerving, "that he would turn "over a new leaf with him," or words to that purport; "and that "Mr. Hamilton would do better to attend to his gally-pots."

Mr. Whittall, being by theſe and other ſuch like proceeding much injured in his reputation and practice, did, on the 10th of June 1768, ſend to Mr. Goodwin the following letter, an atteſted copy of which is in Mr. Whittall's poſſeſſion.

"To Cornelius Goodwin, Eſquire.

"SIR,

"The many ſevere reproofs, abuſes, and threatenings, which you "have ſo repeatedly made uſe of, and thrown out againſt me, without "any juſt cauſe, have been attended with the worſt of conſequences; "(that is to ſay) I have not only thereby been injured in my character, "but have in a great meaſure loſt my bread. All, or the greateſt part "of my clients are clamorous, and ſay, that by reaſon thereof, they "dare not, nay it is dangerous to entruſt their cauſes to my manage-"ment any longer: and ſeveral of them have actually applied to other at-"torneys, alledging, that it is not poſſible for me to do them juſtice, "while I am threatened, abuſed, ill treated, and intimidated by you, "as I have already been. I have thereby ſuſtained conſiderable da-"mages, and am therefore to aſk if you chuſe to redreſs me in this "matter, not being willing to proceed to extremities without giving "you an opportunity of preventing it; if not, I muſt be obliged to ap-"ply for that juſtice which by law I am entitled to. I requeſt the fa-"vour of your anſwer, and am,

"SIR,

"Your obedient ſervant,

"Calcutta, 10th June 1768. RICH. WHITTALL."

After

After the receipt of this letter the matter lay dormant till the 30th May 1769; during which time Mr. Goodwin altered his behaviour in ſuch manner as if he had repented of the injuries he had done the ſaid Mr. Whittall. But at the ſame time, in the Mayor's Court, where Mr. Cornelius Goodwin had formerly preſided as Mayor, being then an Alderman, he declared, among other things, "That Mr. Whittall had "drawn Mr. Hamilton in, and perſuaded him to make an affidavit the "laſt year to hold a man at bail." Upon which Mr. Whittall aſſured him, that he had not; and ſeeing Mr. Hamilton in the hall, acquainted him with this injurious and ſcandalous accuſation.

And about the 11th July 1769, Mr. Hamilton, by his attorney, Mr. George Sparks, moved to file and read in ſaid court a memorial of grievances, which before had been rejected; but being left by deſire of the court, Mr. Cornelius Goodwin had obtained a copy * thereof, and having framed an addreſs (with the aſſiſtance of his ſaid friend Mr. Driver) in anſwer thereto, read it in court † upon the very ſame day. The ſaid Mr. Whittall was therein accuſed of ſeveral falſe charges; which being called upon to vindicate himſelf from, he was farther told, that he was looked on as the firſt mover of all this (meaning Mr. Hamilton's memorial, &c.) and might expect to be diſmiſſed; which had then and there been done, but that Mr. Whittall prayed the ſaid memorial and anſwer thereto might be filed and entered on record, and that the regiſter might give him copies, in order that he might be prepared to make his defence. This being debated, Mr. Cornelius Goodwin exclaimed aloud, "That it was no ſuit;——that there was no ſuit com-"menced,"——abſolutely objecting to the filing or entering the ſaid papers upon record, as in ſuch caſes is uſual; nor would allow that the Regiſter ſhould deliver any copies of them to Mr. Whittall; but ſaid, he would take his anſwer home, to be there tranſcribed, and then ſend Mr. Whittall a copy, or he might take a copy thereof himſelf. Mr. John Levett, then an Alderman, called the ſaid Mr. Whittall an incendiary: adding, with a ſneer, "That he might have copies, as he ap-"plied, and might form what defence he could, which the court would "doubtleſs conſider;" which ſpeech was delivered, as if the ſaid Mr. Levet thought ſuch defence would but little avail Mr. Whittall. At length however the ſaid memorial and anſwer, though not filed, were ordered to be recorded, and the ſaid Mr. Whittall allowed to take copies thereof from the Regiſter. On Tueſday the 18th July 1769, Mr.

* See the Memorial of Thomas Hamilton, N° XXV.
† See the Anſwer of Mr. Cornelius Goodwin, N°XXVI.

Whittall moved the ſaid court to file and read his petition and remonſtrance on the ſaid memorial of Mr. Hamilton, and the anſwer of the ſaid Mr. Goodwin; but the motion was over-ruled, and it was ordered to be taken back again unread, the ſaid Cornelius Goodwin leaving the court in an abrupt manner before the ſaid papers were preſented. But Mr. Joſeph Cator, Alderman, gave it as his opinion, that they ſhould by all means be filed and entered upon record. On Friday the 21ſt July, Mr. Whittall again preſented his ſaid remonſtrance to David Killican, Eſquire, then Mayor, and the members of the court; praying that the ſame might be filed and read; as alſo that Mr. Hamilton's memorial and the anſwer of Mr. Goodwin might be filed, and entered upon record; but this was again refuſed, Mr. Goodwin, contrary to his uſual cuſtom, again abſenting *himſelf from the court*. But Mr. Cator maintaining his opinion of the propriety of filing the papers above-mentioned, farther moved the court. But this motion was again over-ruled by the Mayor; who ſummoned, however a full court for the next court-day, to conſider of the matter. And on Friday the 23d of July, the ſame motion was made a third time: when the ſaid Mr. Goodwin, after ſome conſultation with the Mayor and ſome of the Aldermen upon the bench, at length conſented to have it read. On which the ſaid Mr. Whittall read the papers aforementioned, and procured the ſaid memorial, anſwer and remonſtrance to be filed and entered on record: the Mayor obſerving, during the debate, "That they ought "to ſtudy the honour of the court, and that he thought the affair "might be ſettled without ſuch filing and reading, or the papers ap-"pearing upon record." Moreover, Mr. Goodwin ſaid, "That he "never ſuppoſed or expected it would have come to this pitch, or this "length."

Then the Regiſter was ordered to mark the ſaid memorial of Mr. Hamilton, and the anſwer of Mr. Goodwin, as filed on the 11th July 1769, and the petition and remonſtrance of Mr. Whittall on the 28th day of the ſame month as aforeſaid. It is to be obſerved, that Mr. Goodwin, who at this court repeated his aſſertion of Ramababoo's being a man of property, &c. did not do it without foundation; for he had lent the ſaid Mr. Cornelius Goodwin 15,000 rupees, which is equal to 1875l. ſterling (not then repaid) and alſo a conſiderable ſum to David Killican, then Mayor; all which however ought not to have invalidated the affidavits proving his intended removal, from his own words, as before recited. After theſe proceedings Mr. Whittall moved, that the matter of his petition and remonſtrance ſhould be farther conſidered, and that he might bring proper witneſſes to prove the ſeveral allegations therein

therein ſet forth, which he did not imagine would have been objected to. But the next court day, which was on the 4th of Auguſt, in the year aforeſaid, in order to prevent ſuch publick hearing, the ſaid court diſmiſſed Mr. Whittall, upon certain other pretences, which were as follow:

About June 1767, Mr. Whittall was employed by one Patrick McTaggart of Calcutta, merchant, as his attorney, to recover in the Mayor's Court the ſum of 2075 Arcot rupees, or about 250l. ſterling, which was due to him upon a bond from Mary Morgan, an inhabitant of Calcutta; and Mr. Whittall, at the requeſt of the plaintiff, exhibited and filed a bill of complaint in the Mayor's Court there in the uſual form, on the 26th of June in that year, againſt the ſaid Mary Morgan; who being ſummoned, employed Thomas Morris of Calcutta as her attorney in that ſuit; and on the 18th of Auguſt, Mr. Whittall, by direction of his client, took out a warrant to hold the defendant to bail, on the uſual affidavit being made by the plaintiff; which warrant, on or about the 21ſt day of Auguſt, was returned executed by Simeon Droz, Eſquire, then Sheriff; who did, of his own accord, and without any authority from the Mayor's Court, or notice, or bail given to the ſaid court, or to Mr. Whittall or his client, voluntarily releaſe the ſaid Mary Morgan out of his cuſtody, contrary to the uſages and cuſtoms in ſuch caſe generally obſerved: of which Mr. Whittall informed the court, and ſolicited another warrant, in order to avoid litigation with the Sheriff; but that motion being rejected, Mr. Whittall apprehended, that the Sheriff was become liable to pay the ſaid debt (the members on the bench being alſo at that time of the ſame opinion) and thereupon the plaintiff made application to the Sheriff, and informed Mr. Whittall, that the Sheriff was ready, on having a proper receipt, to diſcharge the ſame: and moreover, on the 21ſt March 1768, the following letter was received by Mr. Whittall.

"SIR,

"Pleaſe to acquaint me what are the particulars of Mr. McTaggart's "demand on Mrs. Morgan, and how much the whole amounts to.

"I am, SIR,

"Your moſt obedient,

"Monday, the 21ſt March 1768. "S. DROZ."

"To Mr. Whittall."

And a ſhort time afterwards Mr. Whittall and his client accidentally met with Mr. Droz at the council-houſe at Calcutta, who began ſpeaking upon the ſubject; when Mr. Whittall civilly acquainted the Sheriff, that he having without authority, or notice given, of his own accord, diſcharged the defendant out of cuſtody, he apprehended he was become liable to the debt: on which he anſwered, he would pay it on a proper receipt being given him by Mr. McTaggart, and that he had taken, or would take, from the defendant, a mortgage of a garden to indemnify himſelf; which mortgage it ſince appears was actually prepared by Mrs. Morgan's attorney, Mr. Morris, and in conſequence of this converſation the plaintiff requeſted Mr. Whittall to draw up a receipt, which he accordingly did as follows:

"Calcutta, 4th June 1768.

"Received of Simeon Droz, Eſquire, the ſum of two thouſand and "ſeventy-five Arcot rupees, being the principal ſum due unto me on "a certain bond executed by Mary Morgan; and alſo the ſum of two "hundred and eighty-ſix Arcot rupees and five annas, being ſixteen "months and thirteen days intereſt on the ſaid bond, at the rate of ten "per cent. per annum; *for which a ſuit is depending in the honourable "the Mayor's Court, where the ſaid original bond is filed*; and I do "hereby promiſe to deliver up the ſaid bond uncancelled unto "the ſaid Simeon Droz, *upon his paying me the coſts of ſuit in the "ſaid cauſe*, as witneſs my hand; and I do hereby further promiſe to "withdraw the ſuit on Tueſday next.

"PATK McTAGGART."

And this receipt was ſigned by the plaintiff, Mr. McTaggart, and the Sheriff paid the money; after which no inſtructions were received by Mr. Whittall from his client, nor was any motion made relative to the ſaid ſuit; neither was he acquainted, till a conſiderable time after, that his ſaid client had received the ſum above ſpecified; nor are the coſts of ſuit to this day paid to the ſaid Mr. Whittall, nor to his client, ſo far as he knows, or believes.

That the period of time (to wit) from the 21ſt March 1768 to the 4th June following, which actually elapſed between Mr. Whittall's meeting and diſcourſing with Mr. Droz the Sheriff, and the date of the above receipt, was evidently too long to admit of any ſurprize upon Mr.

Mr. Droz, who had time enough to inform himſelf of every particular in the matter; though ſuch pretended miſinformation was afterwards made uſe of as a plea againſt Mr. Whittall at the time of his diſmiſſion. And in this manner matters reſted till that event, which happened on the 4th of Auguſt 1769.

But certain members of the Mayor's Court, as it ſeems, highly offended at Mr. Whittall's ſpirited behaviour, in regard to proving the illegality of the proceedings of Mr. Goodwin, as before related, had ſchemed and reſolved privately among themſelves, and before the ſitting of the court, to alledge ſomething againſt Mr. Whittall, whereby they might find occaſion to diſmiſs him, as before had been threatened.

In conſequence of ſo extraordinary a reſolution, at the opening of the court on *the 4th of Auguſt 1769*, Mr. May, the Regiſter, read a report of the Examiner to the Court, "That two witneſſes had been examined by him in the cauſe of Mr. McTaggart againſt Morgan:" (a circumſtance which indeed happened prior to the date of the receipt herein above recited). Whereupon the ſaid Mr. Whittall, as attorney for the plaintiff, acquainted the court, "That the ſaid cauſe was ended, that he had no inſtructions to proceed, the Sheriff having, without any authority, releaſed the defendant out of cuſtody, when confined for default of bail, upon a warrant; and had actually paid, or agreed to pay the debt for the defendant, as Mr. Whittall preſumed the law in ſuch caſe would oblige him to do." Whereupon Mr. Morris, the defendant's attorney, informed the court, "That Mr. Whittall had deceived and impoſed upon Mr. Droz, and had fraudulently and falſely obtained the payment of the ſum ſued for by Mr. McTaggart from Mr. Droz, by falſely acquainting Mr. Droz, that the ſuit commenced by Mr. McTaggart againſt the ſaid Mary Morgan was decreed by the court, and that Mr. Droz was obliged to pay the amount thereof; and that the original receipt was wrote, as he believed, in the proper hand-writing of Mr. Whittall, and ſigned by the complainant; all which he would prove to be true," or words to the like effect: which were thereupon immediately taken down by the Regiſter, and read over to the court. And although Mr. Whittall denied the ſame or any part thereof to be true, excepting only that he drew up and wrote a receipt in behalf of the plaintiff Mr. McTaggart, and acknowledged the converſation which paſſed between him and the Sheriff, when he told him, in the council-houſe, that he apprehended he was become liable to the debt, as herein above recited: NOTWITHSTANDING all this, the ſaid Mayor's Court, without farther debate, after privately conſulting one another when ſitting upon the bench, diſmiſſed

miſſed Mr. Whittall from acting or practiſing any longer, directly or indirectly, as an attorney of their ſaid court.

In the debates among the members between themſelves, Alderman Bathoe ſaid, "He thought the matter ſufficient to diſmiſs Mr. Whittall, "and that he ought to be diſmiſſed;—it was highly due for making "the proceedings ſerve his own purpoſes; it was ſcandalous." So ſaid Mr. Lawrell. Mr. David Killican ſaid, "That he thought the "crime very bad; but the defence was much worſe, in advancing "falſities to the Court and to Mr. Droz." Mr. Whittall replied, "He "would be glad ſuch falſities ſhould be proved, or at leaſt pointed "out."—"He," ſaid Mr Bathoe (meaning the Sheriff) "took your "word, and you deceived him,"—Mr. Killican added, "That it was "highly derogatory to the honour and authority of that court." On Mr. Whittall's denying that he had told the Sheriff the cauſe was decreed, Mr. Killican took him up, and obſerved, "That he, the ſaid "Mr. Whittall, had acted as a judge by ſettling cauſes out of court, "and that he had been guilty of wilful neglect of duty;" adding, "He was ſurprized that the court had ſo long looked over his beha-"viour; but he thought his conduct in this cauſe ſcandalous, falſe, "and a contempt of the authority and honour of the court, and he "thought the Court ought to take proper notice of it."

Immediately after the court had diſmiſſed Mr. Whittall from being an attorney of the ſaid court, Mr. May, the Regiſter, produced in the court a copy of the receipt ſigned by the plaintiff, drawn by Mr. Whittall, and given by the plaintiff to the Sheriff; whereby it appeared, that Mr. Whittall could not have given Mr. Droz the falſe information laid to his charge; "That the cauſe of Patrick McTaggart was decreed," becauſe there was an expreſs clauſe in it, which ſpecified that the ſaid ſuit was "*then depending*," as has already been exhibited in the true copy of it above recited; whereupon Mr. Morris drew up a minute of "*what he meant to ſay*" (as he expreſſed himſelf) in which minute he purpoſely left out that part of his information, namely, "That Mr. "Whittall had deceived and falſely impoſed upon the ſaid Simeon "Droz, and had fraudulently and falſely obtained the payment of the "ſum ſued for by the plaintiff, Patrick McTaggart, from the ſaid S. "Droz; by falſely acquainting the ſaid S. Droz, that the ſaid ſuit, ſo "commenced by the ſaid Patrick McTaggart, was decreed by the ſaid "honourable the Mayor's Court; and that he, the ſaid S, Droz, was "obliged to pay the amount thereof; and that by ſuch deceit uſed by "the ſaid Mr. Whittall only, he, the ſaid S. Droz, was induced to pay "the ſame." For which falſe information Mr. Whittall had then already

already been diſmiſſed the court: which minute, ſo drawn by the ſaid Morris, was then peruſed by all the members of that court, and re-drawn by the Regiſter, with his, Morris's, aſſiſtance, and that of a clerk, or writer of the regiſter; and was afterwards once more drawn up, by Alderman John Bathoe, and entered upon record in the ſaid court, without the words above recited, which in fact had occaſioned Mr. Whittall's diſmiſſion, or any aſſertion or intimation to ſuch purport, or any way equivalent thereto.

The ſaid Patrick McTaggart, being then preſent in the ſaid court, and waiting to hear the iſſue of a certain other ſuit he had therein depending, wherein Mr. Alderman Miller was plaintiff and the ſaid Mr. McTaggart defendant, Mr. Whittall alſo being employed therein as the defendant's attorney at law, and which ſuit was ordered to be heard that day; and although Mr. McTaggart was well known to be the ſame perſon who was plaintiff in the aforeſaid ſuit againſt Mary Morgan, yet the court did not think fit to examine him touching the matter on which Mr. Whittall was diſmiſſed, as aforeſaid; and Mr. Whittall demanding of Mr. McTaggart, Whether or not he had told the Sheriff at the council-houſe that the ſaid ſuit was decreed, and whether he had ever ordered him, Mr. Whittall, to withdraw the ſuit, and whether the coſts of ſuit had been paid either by him or the ſheriff? he anſwered, No: notwithſtanding which, the court took no manner of notice thereof, in any of their minutes or proceedings; but proceeded to hear the ſuit between Mr. Patrick McTaggart and the ſaid Alderman Miller, although Mr. McTaggart had no attorney to appear in the ſaid ſuit, the ſaid Alderman Miller ſitting on the bench during the trial of his own cauſe, though his vote was not then collected.

Before the Court adjourned, Mr. Whittall applied to the Court, and to their Regiſter, for copies of all the minutes of the ſeveral proceedings againſt him, in the divers cauſes and matters herein above recited; which however both the Court and the Regiſter thought fit then to refuſe.

On the 22d of Auguſt Mr. Whittall did, by his attorney Mr. George Sparks, preſent an humble petition to the Mayor's Court, praying for copies of the aboveſaid minutes and proceedings, to be properly authenticated under the ſeal of the Court. But the Court would only grant copies of the order of diſmiſſion, &c. ſigned by the Regiſter; and would not ſuffer the ſame to be authenticated under the ſeal of the Court, abſolutely refuſing to grant copies of the minutes mentioned in ſaid petition, on which he had been actually diſmiſſed; ſo that no part of ſuch minutes appear on record.----Mr. Whittall a little time after

telling the ſaid Regiſter, that at ſome future period he would be called upon to produce the ſaid minutes, was anſwered by the Regiſter, "*That they were not in being.*"

Mr. Whittall thinking himſelf highly injured, not only by the Mayor's Court, but alſo by Mr. Morris, by the falſe and ſcandalous informations he gave the Court, and which indeed were the groundleſs cauſe of his diſmiſſion, did prepare, and by his attorney, Mr. Sparks, preſent a bill of complaint in the uſual form againſt the ſaid Morris, laying the damages ſuſtained at 15,000l. ſterling; and at a court held October the 3d 1769, preſent, David Killican, Eſquire, Mayor, Meſſrs. Joſeph Cator and Ruſſell Skinner, Aldermen, leave being aſked to file and read the ſaid bill, according to the practice of the Court, the bill was ordered to be read, but the court would not ſuffer it to be filed: and when Mr. Sparks had gone through about one half of the bill, and came to that part of it, where mention was made (as has been noticed in this caſe) of Mr. Alderman Bathoe's correcting the minutes, and leaving out the very clauſe for which Mr. Whittall had been actually diſmiſſed, that the ſame might not appear upon record; then Mr. David Killican interrupted him, and immediately inſiſted, that Mr. Sparks ought to be diſmiſſed likewiſe for preſenting ſuch a bill of complaint; which would really have been the caſe, had not the other two Aldermen interfered: and Mr. Killican advanced, "That the "ſaid petition and bill of complaint, wherein mention was made of "the ſaid Alderman Bathoe on the bench altering and re-drawing the "minutes relative to Mr. Whittall's diſmiſſion (and leaving out the "clauſe aboveſaid) was a reflection upon the members of the Court, "for which he (Mr. Sparks) ought to be puniſhed." Whereupon Mr. Sparks informed the Court, "That he was an eye-witneſs of Mr. Ba-"thoe's correcting and re-drawing the minutes, as ſpecified in the ſaid "bill." But Mr. Killican in great rage replied, "That he ſhould not "credit his ſenſes; but that when he ſaw any member of that Court "write ſuch minutes, he ſhould give the lie to his ſenſes and under-"ſtanding, and ſuppoſe it was not ſuch member, but the Regiſter "who wrote them." And farther, the ſaid David Killican, Eſquire, (then Mayor) did prevail on the other two Aldermen to defer the filing of the ſaid bill until the next court-day; at which ſucceeding court-day, the ſaid Killican, the better to ſerve his purpoſes, got together the three Aldermen, who, with himſelf, had diſmiſſed Mr. Whittall on the 4th of Auguſt.

At the ſubſequent court-day, held on the 10th of October 1769, preſent the ſaid David Killican, Eſquire, Mayor, Meſſrs. Matthew Miller,

James Lawrell and John Bathoe, Aldermen (the ſame who had ſo illegally diſmiſſed Mr. Whittall) and alſo Mr. Joſeph Cator, Alderman, the ſaid bill of complaint was called for by the Court, and without farther debate the queſtion put; "Whether the bill ſhould be filed or not?" David Killican, Eſquire, Mayor, Meſſrs. James Lawrell and John Bathoe were of opinion, "That the bill contained many ſcandalous "and indecent reflections on the proceedings of the Court." And theſe three gentlemen (making a majority) rejected the bill, and would not ſuffer the ſame to be filed.

Mr. Matthew Miller and Mr. Joſeph Cator, the other Aldermen, diſſented from that opinion; and directed ſuch their diſſent to be entered upon record, which was entered accordingly.

At the ſame time Mr. Alderman Cator obſerved, "That it appeared "ſtated *in the bill*, and it was his opinion, that Mr. Richard Whittall "had been injured by an illegal diſmiſſion; and that if ſuch diſmiſſion "could be proved by him to be illegal, he would certainly recover "damages, in any court of law that he ſhould think proper to "apply to."

Mr. Whittall being dangerouſly ill of a fever, occaſioned by a fall, was adviſed to remove to Chandernagore, the French ſettlement in Bengal, where he might have the benefit of an eminent French ſurgeon's advice: and during his abſence, Mr. May, the Regiſter of the Mayor's Court, applied to the ſaid Court for a warrant of execution againſt his, the ſaid Mr. Whittall's effects, without any ſuit being commenced, or iſſuing out any ſummons for his appearance, for his monthly regiſter bills, (wherein are included the Regiſter's own fees, the Mayor's and Sheriff's fees, and the Eaſt India Company's dues on the proceedings) though theſe bills had not been delivered monthly according to cuſtom, with a convenient time allowed for the collecting of the ſaid monies from the clients; nor was the amount of ſuch bills known by, or payment demanded of Mr. Whittall; and in which demand (of which affidavit was made by Mr. May) ſeveral falſe charges were made, particularly of other attornies bills, wherein Mr. Whittall was in no wiſe concerned, and *the motion for his own diſmiſſion*, which could not of right belong to him to pay for; &c. &c.

As ſoon as Mr. Whittall became acquainted with ſuch proceedings, he entered into a bond, jointly with Mr. John Graham, for payment at a ſhort period of Mr. May's demand: whereupon the warrant of execution was ſuperſeded, and the ſaid bills delivered by the Regiſter to Mr. Whittall; when, upon examination, Mr. Whittall found the ſeveral unjuſt charges aforeſaid: and Mr. Whittall, and Mr. Graham his

attorney, began on his part to recover the amount of ſaid Regiſter's bills, and his own fees, from his reſpective clients.----It muſt be remarked, that it is often cuſtomary for the Regiſters to delay for four or five months the delivery of the aforeſaid bills, and to ſend many of them together, from whence the attornies draw out their own demands on their clients; ſuch Regiſters bills being included, as the clients are in effect to reimburſe them.

Mr. John Holme, deceaſed, late Regiſter of the court, having a like demand for the monthly bills (not then delivered) upon Mr. Whittall, the ſaid Mr. Whittall gave a like ſecurity to the ſon, who was his adminiſtrator; and Mr. Whittall then lying ill, aſſigned over a conſiderable ſum of money due from his clients (in which all the ſaid Regiſter's bills were alſo included) and ſeveral other demands. But the court, apprehending that the ſaid Mr. Whittall, as ſoon as he ſhould be recovered, would repair to England, to ſue for redreſs of his manifold grievances, uſed every poſſible means to prevent his departure from the country: and well knowing, that he had debts due to him in the country, to the amount of upwards of 75,000 rupees, or above 9000 l. ſterling, in order to detain Mr. Whittall, abſolutely refuſed him the benefit of the law (to which as a Britiſh ſubject he had a right) in ſuing for, or recovering the ſame, or any part thereof in the Mayor's Court, where only in that part of India the matter was properly cognizable; nor would the court ſuffer Mr. Graham to recover the ſaid bills ſo aſſigned over to him, in order to pay off the Regiſter's demands, at the ſame time that others, the ſaid May and Holme in particular, were ſuffered to ſue and compel him to payment of what he was not allowed to recover again from his clients.

And at a court holden on Tueſday the 16th of January 1770 (preſent John Levett, Eſquire, Mayor, and David Killican and Cornelius Goodwin, Eſqrs. Aldermen) it was ordered, that Mr. John Graham the Deputy Regiſter, and acting as attorney for Mr. Whittall, ſhould acquaint the ſaid Whittall, "That it was their opinion, he was no longer "entitled to the benefit of the ſaid Mayor's Court, being then out of its "juriſdiction," or words to that effect, though nothing of ſuch matter was entered upon record.

And at another court, holden on the 23d of the ſaid month of January 1770 (preſent John Levett, Eſquire, Mayor, and the Aldermen Killican and Goodwin) William Atkinſon of Calcutta, Gentleman, and one of the attornies of the ſaid court, did according to the rules and practice of the court make, at the requeſt of John Graham aforeſaid, a regular motion for the grant of warrants of execution againſt the effects

of

of Kiſſenchurn Tagoor, and Ramſunder Banragee, on behalf of Mr. Whittall, for his own proper fees, for the Mayor's and Sheriff's fees, and for the fees of the ſaid Regiſter, and the Eaſt India Company's duties, with which Mr. Whittall had himſelf been charged by the Regiſter, which the ſaid court had compelled him to pay, and which of courſe were due to Mr. Whittall when attorney of the Mayor's court; but this motion the court did then and there reject for the reaſons they had before aſſigned, namely, "That he the ſaid Whittall was not entitled to the "benefit of the court whilſt he remained out of its juriſdiction;" though the ſaid bills were properly aſſigned over to Mr. Graham, who had a power in the aſſignment to recover the ſame, among many others, for the purpoſe of paying the Regiſters as aforeſaid, Mr. Whittall being then confined by ſickneſs to his chamber at Chandernagore. Then Mr. William *Atkinſon, at the requeſt of the ſaid* Mr. John Graham, did move, that the ſaid motions ſhould be entered upon record; but this motion likewiſe the court thought fit to reject, although the ſaid motions were publicly made in open court. Whereupon affidavits were prepared for Meſſ. Atkinſon and Graham reſpectively to ſwear to, regarding the ſame; and the aforeſaid John Graham went to the houſe of Mr. Joſeph Cator, Alderman, and requeſted he would ſwear him to the truth of the contents of ſuch affidavit, who deſired Graham to give it to him in open court, and then he would ſwear him thereto: but Mr. Whittall embarked for England before he received any farther account of that matter; by which means the ſum of 75,000 rupees, or above 9000l. juſtly due to Mr. Whittall, muſt be greatly hazarded, if indeed not totally loſt, by reaſon of the frequent deaths and bankruptcies which of late a ſhort period of time often produces in thoſe parts, or of his debtors leaving Bengal before Mr. Whittall can poſſibly expect redreſs in England.

In conſequence of the above-mentioned proceedings, Mr. Whittall did apply to the Governor and Council at Calcutta for permiſſion to return to England, and having obtained ſuch leave, embarked on board one of the Eaſt India Company's ſhips, and is arrived in England, in order to obtain redreſs for his grievances above recited: and he deſires your opinion of his caſe in anſwer to tne following queries.

1ſt. As Mr. Whittall, an attorney of the King's Bench, was duly admitted and ſworn an attorney of the Mayor's Court of Calcutta, he preſumed he had a freehold in his place, it being an office concerning the public juſtice, and he compellable to be an attorney for any man. Had the ſaid Mayor's Court, therefore, a right to diſmiſs Mr. Whittall from

being an attorney of that court, for the reaſons mentioned, without any proof at all, and without giving Mr. Whittall any notice, or time, to make his defence, and which ſaid order is not only falſe, but contradictory upon the face of it; and in what manner is it adviſeable for Mr. Whittall to proceed, in order to get himſelf reinſtated, and alſo to recover the damages he has ſuſtained by reaſon of the diſmiſſion?

2d. In order to recover the payment of the ſeveral ſums of money due to him in Bengal, whether would it be proper to impeach the members who diſmiſſed him, and who refuſed him the benefit of the law, in rejecting his bill and complaint againſt Morris, and would not permit him to ſue for his juſt demands upon people in Bengal, in their judicial capacity, or to proceed againſt them in the Court of King's Bench, by way of information? and will not an action lie againſt the aforeſaid members for damages? and if ſo, where is the ſame to be brought? And as no appeal lies from the ſaid order of diſmiſſion, or (as it is apprehended) from the ſaid court's rejecting the bill of complaint againſt Morris, or refuſing Mr. Whittall the benefit of the law, in not ſuffering him to ſue for his juſt demands, to the Governor and Council at Calcutta, (who are conſtituted a Court of appeals) may not Mr. Whittall appeal directly to the King and Council in England? or in what other manner can he proceed to obtain juſtice?

3d. The charter granted, eſtabliſhing a Mayor's Court at Calcutta, after ſpecifying the authority given the ſaid court to appoint clerks and officers, and to do all ſuch other things as may be found neceſſary to the adminiſtration of juſtice, proceeds in the following manner:

" So as they from time to time give an account thereof unto the ſaid " Company, and ſo as the ſame ſhall be ſubject to the approbation, " controul, and alteration of the ſaid Company, under the hands of " thirteen or more of the Court of Directors of the ſaid Company, " whom we do likewiſe will and ordain to have full power and autho- " rity to make ſuch rules and orders for the better adminiſtration of " juſtice, as they ſhall from time to time think fit and neceſſary; but " ſuch rules and orders, ſo to be made by the ſaid Mayor's Court, *ſo* " *far as the ſame ſhall not be repugnant to any rules or orders made by the* " *ſaid Company or their Court of Directors* (as aforeſaid) ſhall neverthe- " leſs be in force, *until the ſame ſhall be revoked or altered by the ſaid* " *Court of Directors*, or any thirteen or more of them, and notice " thereof given to the ſaid court."

And

And it is alſo ordained by ſundry acts of parliament, "That all perſons whatſoever in the Eaſt Indies, being guilty of oppreſſing any of his Majeſty's ſubjects, or of any crimes or offences, ſuch oppreſſions, crimes, and offences may be enquired of, heard, and determined, in his Majeſty's Court of King's Bench in England; and that the ſame and all other offences committed againſt the ſaid acts, may be alledged to be committed, and may be laid, enquired of, and tried in the county of Middleſex."

In conſequence of ſaid charter, and ſtatutes, the charter expreſsly conveying with it the laws of England to Bengal, are not ſuch offenders liable to proſecutions in the Court of King's Bench as ſoon as they return to England? And as the ſaid Mayor's Court are by the ſaid charter under the *immediate direction* of the Company in England, upon Mr. Whittall's having applied to the Court of Directors to be reinſtated, if they ſhould not think fit to comply with his juſt requeſt, will not an appeal then lie from the ſaid Court of Directors to the King and Council, or to the Court of King's Bench; and will not the Court of King's Bench, upon a motion, properly grounded upon affidavits, grant a *Mandamus* to reſtore Mr. Whittall to his office? or what other remedy or means of redreſs remain to Mr. Whittall for the many injuries which he has ſuſtained, and how is it adviſable for him to proceed?

4th. Would it not be adviſable for Mr. Whittall to petition the Parliament for an enquiry into the conduct of ſeveral of the members of the Mayor's Court, againſt whom he can clearly prove a conſpiracy to injure him, and many moſt illegal and partial proceedings, calculated merely for their own private emolument, and to the great grievance and oppreſſion of his Majeſty's ſubjects in Bengal?

Mr. Dunning's Opinion.

Mr. Whittall, upon this ſtate of his caſe, appears to have been very hardly and injuriouſly treated. The order for diſmiſſing him was a groſs act of injuſtice; not merely becauſe neither of the facts charged upon him as the grounds for his diſmiſſion were proved, but as they were in truth both diſproved by the very evidence referred to as the proof of them; the receipt or memorandum, ſigned by Mc Taggart, of the 4th June 1768. Firſt, as to the ſuppoſed impoſition on Mr. Droz, the Sheriff, by a falſe pretence that a decree had been actually obtained againſt him for the money due from the defendant in the original cauſe, whom he had ſuffered to go at large after having arreſted her. Though

it is certain that he was in law leſs liable to the plaintiff's demand in conſequence of his own miſconduct, and Whittall might very properly tell him ſo: it was impoſſible he could ſay, with any expectation of being believed, that a decree had been actually obtained, or that Droz, if he had been told ſo, could believe it; for he who himſelf was an officer of the court, muſt know that he had no notice of ſuch an action: and I ſuppoſe it is not the practice of the court to make decrees againſt men without giving them an opportunity of being heard in their defence. But further, the receipt, or memorandum referred to mentions nothing of any decree or ſuit againſt the Sheriff: on the contrary, it mentions the original cauſe as ſtill depending, and provides for putting an end to it, and nothing more; and it is not to be doubted, but that proviſion would have been extended to the cauſe *againſt the ſheriff*, if he had been made to underſtand that any ſuch had been commenced. Secondly, As to the other ground, which is, that he had not withdrawn the ſuit, purſuant to his client's engagement, on the next court day, it is obvious that, taking the whole receipt or memorandum together, the withdrawing the ſuit, as well as the delivering up the bond, were meant (as they ought) to depend upon the payment of the coſts; not to mention, that if it were otherwiſe, it would afford no ground of cenſure on Mr. Whittall or his client, ſince neither Mr. Droz or Mrs. Morgan had ſuſtained any injury by his not withdrawing the cauſe, no ſtep having been taken towards proſecuting it further. In this ſituation Mr. Whittall's proper courſe to get himſelf reinſtated, is to lay a full repreſentation of his caſe before the Court of Directors, who will probably refer it to their counſel; and, in that caſe, I have no doubt but they will be adviſed to reſtore him to an office of which he has been thus arbitrarily and groundleſly deprived. If the Directors ſhould refuſe to redreſs him, which I cannot ſuppoſe, it will then be time enough to conſider the other queſtions.

Lincoln's Inn,
16th March 1771.

J. DUNNING.

N° XXVIII.

N° XXVIII.

The Petition of Mr. Richard Whittall to the Honourable Court of Directors of the Eaſt India Company,

HUMBLY SHEWETH,

That your petitioner having obtained permiſſion from this honourable Company to go out to India as a free merchant, ſome time in April 1764 ſailed for Bengal, in order to reſide at Calcutta; but that ſoon after his arrival the Preſident and Council there having reſtricted free merchants from trading in the country, and your petitioner being one of the attornies of his Majeſty's Court of King's Bench, petitioned the honourable the Mayor's Court at Calcutta aforeſaid to be admitted to practiſe in that court; and was accordingly duly admitted, and ſworn one of the attornies thereof, agreeable to the practice of the ſaid court, as by a copy of his admittance, ready to be produced, will appear; where he, by his diligence and behaviour, acquired great reputation, and by his practice procured a genteel income:

That your petitioner is informed, that the Mayor's Court at Calcutta aforeſaid is by his Majeſty's charter appointed a Court of Record for hearing and determining all civil ſuits, actions and pleas, with power to appoint officers and miniſters, and the court is enjoined to adhere ſtrictly to the laws of England in all ſuch matters as ſhould come before them for their determination: which charter, after ſpecifying the authority to the ſaid Mayor's Court to appoint clerks and officers, &c. and to do all ſuch other things as may be found neceſſary to the adminiſtration of juſtice, proceeds in the following manner; "So as they from "time to time give an account thereof unto the ſaid Company, and ſo "as the ſame ſhall be ſubject to the approbation, controul, and alter-"ation of the ſaid Company, under the hands of thirteen or more "of the Court of Directors of the ſaid Company; whom we do likewiſe "will and ordain to have full power and authority to make ſuch rules "and orders for the better adminiſtration of juſtice, as they from time "to time ſhall think fit and neceſſary; but ſuch rules and orders, ſo "to be made by the ſaid Mayor's Court, ſo far as the ſame ſhall not "be repugnant to any rules or orders made by the ſaid Company or "their Court of Directors as aforeſaid, ſhall nevertheleſs be in force "until the ſame ſhall be revoked or altered by the ſaid Court of Di-

" rectors, or any thirteen or more of them, and notice thereof given to " the ſaid court:"

That about June 1767, your petitioner was employed by Patrick Mc Taggart of Calcutta, merchant, as his attorney, to recover, in the Mayor's Court the ſum of 2075 Arcot rupees, which was due to him upon a bond from Mary Morgan, an inhabitant of Calcutta; and your petitioner, at the requeſt of the plaintiff, exhibited and filed a bill of complaint in the Mayor's Court there, in the uſual form, on the 26th of June in that year, againſt the ſaid Mary Morgan; who being ſummoned, employed Thomas Morris of Calcutta aforeſaid as her attorney in that ſuit; and on the 18th of Auguſt, your petitioner, by direction of his client, took out a warrant to hold the defendant to bail, on the uſual affidavit being made by the plaintiff; which warrant, on or about the 21ſt day of Auguſt, was returned executed by Simeon Droz, Eſquire, then Sheriff; who did, of his own accord, and without any authority from the Mayor's Court, or notice, or bail given to the ſaid Court, or to your petitioner or his client, voluntarily releaſe the ſaid Mary Morgan out of his cuſtody, contrary to the uſages and cuſtoms in ſuch caſe generally obſerved: of which your petitioner informed the Court, and ſolicited another warrant, in order to avoid litigation with the Sheriff; which motion the ſaid Court rejected, as will appear by the record, deeming the Sheriff liable to pay the debt: and thereupon the plaintiff made application to the Sheriff, and informed your petitioner, that the Sheriff was ready, on having a proper receipt, to diſcharge the ſame: and moreover, on the 21ſt March 1768, the following letter was received by your petitioner from the ſaid Sheriff:

" SIR,

" Pleaſe to acquaint me what are the particulars of Mr. Mc Taggart's " demand on Mrs. Morgan, and how much the whole amounts to.

" I am, SIR,

" Your moſt obedient,

" Monday, the 21ſt March 1768. " S. DROZ."

" To Mr. Whittall."

That, a ſhort time after, your petitioner and his client accidentally met with Mr. Droz at the council-houſe at Calcutta, who began ſpeaking upon the ſubject; when your petitioner civilly acquainted the Sheriff, that

that he having without authority, or notice given, of his own accord; diſcharged the defendant out of cuſtody, your petitioner apprehended he was become liable to the debt:' on which he anſwered, he would pay it on a proper receipt being given to him by Mr. Mc Taggart, and that he had taken, or would take, from the defendant, a mortgage of a garden to indemnify himſelf; which mortgage it ſince appears was actually prepared by Mrs. Morgan's attorney, Mr. Morris; and in conſequence of this converſation the plaintiff requeſted your petitioner to draw up a receipt, which he accordingly did as follows:

" Calcutta, 4th June 1768.

" Received of Simeon Droz, Eſquire, the ſum of two thouſand and " ſeventy-five Arcot rupees, being the principal ſum due unto me on " a certain bond executed by Mary Morgan; and alſo the ſum of two " hundred and eighty-ſix Arcot rupees and five annas, being ſixteen " months and thirteen days intereſt on the ſaid bond, at the rate of ten " per cent. per annum; *for which a ſuit is depending in the honourable " the Mayor's Court, where the ſaid original bond is filed*; and I do " hereby promiſe to deliver up the ſaid bond uncancelled unto the ſaid " Simeon Droz, *upon his paying me the coſts of ſuit in the ſaid cauſe*, " as witneſs my hand; and I do hereby further promiſe to withdraw the " ſuit on Tueſday next.

" PATK McTAGGART."

And this receipt was ſigned by the plaintiff, Mc Taggart, and the Sheriff ſome time afterwards paid the money; ſince which no inſtructions were received by your petitioner from his client, nor was any motion made relative to the ſaid ſuit; neither was your petitioner acquainted, till a conſiderable time after, that his ſaid client had received the ſum above ſpecified; nor are the coſts of ſuit to this day paid to your petitioner, nor to his client, as far as he knows, or believes.

That at the opening of the Court on the 4th of Auguſt 1769, Mr. May, the Regiſter, read a report of the Examiner to the Court, " That " two witneſſes had been examined in the cauſe of Mc Taggart " againſt Morgan;" (a circumſtance which indeed happened prior to the date of the receipt herein above recited, and they were examined by an order of Court, by reaſon of their being about to leave Calcutta.) Whereupon your petitioner, as attorney for the plaintiff, naturally acquainted the Court, " That the ſaid cauſe was ended, that he had " no inſtructions to proceed, the Sheriff having, without any authority,

" releaſed the defendant out of cuſtody, when confined for default of " bail, upon a warrant; and had actually paid, or agreed to pay the " debt for the defendant, as your petitioner preſumed the law in " ſuch caſe obliged him to do." Whereupon Mr. Morris, the defendant's attorney, informed the Court, " That your petitioner had " deceived and impoſed upon Mr. Droz, and had fraudulently and " falſely obtained the payment of the ſum ſued for by Mr. Mc Taggart " from Mr. Droz, by falſely acquainting Mr. Droz, that the ſuit " commenced by Mr. Mc Taggart againſt the ſaid Mary Morgan was " decreed by the Court, and that Mr. Droz was obliged to pay the " amount thereof; and that by ſuch deceit uſed by your petitioner " only Mr. Droz was induced to pay the ſame; and that the original " receipt was wrote, as he believed, in the proper hand-writing of your " petitioner, and ſigned by the complainant; all which he would " prove to be true," or words to the like effect: which were thereupon immediately taken down by the Regiſter, and read over to the Court. And although your petitioner denied the ſame or any part thereof to be true, excepting that he drew up a receipt in behalf of the plaintiff, Mr. Mc Taggart, and acknowledged the converſation which paſſed between him and the Sheriff, when he told him in the council-houſe, that he apprehended he was become liable to the debt, as herein above recited: NOTWITHSTANDING all this, the ſaid Mayor's Court, without farther debate, after privately conſulting one another when ſitting upon the bench, diſmiſſed your petitioner from acting or practiſing any longer as an attorney of their ſaid court.

A copy of the order of your petitioner's diſmiſſion, as the ſame ſtands upon record, is in the following words:

" Calcutta, Friday the 4th day of Auguſt, in the year of " our Lord one thouſand ſeven hundred and ſixty-nine.

" At a Court held,

" Preſent,

" David Killican, Eſquire, Mayor,

Meſſieurs { Matthew Miller, James Lawrell, John Bathoe, } Aldermen.

" Patrick

" Patrick Mc Taggart } " The Regiſter reported, That John Morgan
" againſt } " and Sebaſtian Cordeiros, witneſſes for the
" Mary Morgan. } " complainant, are examined by Mr. John
" Holme, the late Examiner of this Court.

" Mr. Richard Whittall, the complainant's attorney, acquainted the " Court, That this cauſe was ended. Mr. Morris, attorney for the " defendant, informed the Court, That this cauſe was yet pending, " and had never been withdrawn, which would appear by a copy of a " receipt exhibited in this cauſe (the original prayed for, and admitted " to be produced and proved at hearing of this cauſe): That the com- " plainant had, by deception uſed, received from Simeon Droz, " Eſquire, the principal and intereſt of a bond of the defendant, ſued " for by the complainant in this cauſe; and that was without the know- " ledge and conſent of the defendant or her attorney at law. Mr. " Morris further informed the Court, That the ſaid original receipt is " wrote, as he believes, in the proper hand-writing of the complainant's " attorney at law, and ſigned by complainant himſelf. The complainant's " attorney, the ſaid Richard Whittal, acknowledging the ſame to be " an exact copy of the receipt drawn up in his own hand-writing, and " ſigned by his client, whereby he engages to Mr. Droz to withdraw " this ſuit on the enſuing court-day; which the ſaid attorney Mr. Ri- " chard Whittall not only wilfully neglected to do at the next ſitting " of the Court, but has ſuffered the ſuit to remain depending in Court " to this day. The Court, on due conſideration of this matter, are " unanimouſly of opinion, That the ſaid Richard Whittall's method of " obtaining the ſum of the ſaid Simeon Droz was an irregular proceed- " ing, no decree having then paſſed in Court in favour of his client's " demand: that his *neglecting to inform* the Court of his having " received the ſaid ſum of the ſaid Simeon Droz, and alſo neglecting to " deſire the ſaid ſuit then depending to be withdrawn, agreeably to his " client's obligation to the ſaid Simeon Droz on receipt of the ſaid ſum, " is a manifeſt abuſe of his duty as an attorney of this Court, an un- " juſtifiable procedure with the ſaid Simeon Droz, and an inſult to the " authority of this Court; and as the ſaid Richard Whittall has, in the " courſe of his tranſactions of the buſineſs of his office, frequently " merited and received the ſevere reprehenſions of this Court, and as it " is too evident that their admonitions have had no weight in bringing " him to a proper ſenſe of his duty in the diſcharge of his office of " attorney of this Court;

" The

" The Court are now of opinion, that he no longer deſerves their " indulgence, and do accordingly diſmiſs him from acting any longer as " an attorney of this Court.

" A true Copy.

" Auguſt 14th, 1769. " J. MAY, Regiſter."

That before the Court adjourned, your petitioner applied to the Court and to their Regiſter for copies of all the minutes and proceedings againſt him herein above recited, which however both the Court and Regiſter thought fit to refuſe. And on the 22d of Auguſt your petitioner did, by his attorney Mr. George Sparks, preſent a petition to the Mayor's Court, praying for copies of the aboveſaid minutes and proceedings, to be properly authenticated under the ſeal of the Court: but the Court would only grant copies of the order of diſmiſſion, ſigned by the Regiſter, and would not ſuffer the ſame to be authenticated under the ſeal of the Court; abſolutely refuſing to grant copies of the minutes mentioned in the ſaid petition, on which he had been actually diſmiſſed: ſo that no part of ſuch minutes appear on record. Your petitioner a little time after telling the Regiſter, that at ſome future period he would be called upon to produce the ſaid minutes, was anſwered by the Regiſter, " That they were not in being."

In conſequence of the above-mentioned proceedings, and the bad ſtate of health your petitioner was then in, he applied to the Governor and Council at Calcutta for leave to return to England, and embarked on board the Anſon, one of the ſhips employed in the ſervice of the ſaid Honourable the United Company; and being arrived in England hopes to obtain that ſatisfaction which his caſe requires from this Honourable Court.

Your petitioner therefore hopes, from the juſtice of his caſe alone, that this Honourable Court will afford him an opportunity of laying before them the proofs of what your petitioner hath herein ſet forth; and that this Honourable Court will be pleaſed to reverſe the ſaid order of diſmiſſion, and reinſtate your petitioner in his office of one of the attornies of the Honourable the Mayor's Court at Calcutta, for the following

REASONS:

REASONS:

First, Becauſe your petitioner having been duly admitted and ſworn an attorney of the Mayor's Court at Calcutta, he preſumes he had a freehold in his place; and conſequently could not be legally diſmiſſed without a proper and ſufficient complaint of ſome miſbehaviour in him, verified upon oath, with a proper and ſufficient time allowed him for making his defence, which was not obſerved; but the ſaid Court proceeded to diſmiſs him without any charge properly exhibited againſt him, or verified by oath; without any time allowed him for making his defence; without any *proof whatſoever*; and without any ſufficient cauſe alledged.

Secondly, Becauſe the reaſons given in the order of diſmiſſion, if true (which, on the contrary, your petitioner does not admit) contain no legal cauſe of removal or diſmiſſion of your petitioner; for it appears only, that your petitioner acted as his duty to his client required: and if any deception was uſed to the ſaid Mr. Droz, the order ſtates, that that deception was not uſed by your petitioner, but by his client, the complainant in the ſaid cauſe; which charge againſt the complainant your petitioner by no means admits: but inſiſts, as the truth is, that no deception whatever was uſed by your petitioner or his client to the ſaid Mr. Droz. And as to the charge in the ſaid order againſt your petitioner, for not informing the Court that the ſaid complainant had received the ſaid ſum of money of *Mr. Droz*, your petitioner doth aver that he was not directly or indirectly authorized by his client to withdraw the ſuit; nor were the coſts of ſuit paid either by his client or the Sheriff; and no expences whatever accrued to either plaintiff or defendant, nor to the ſaid Simeon Droz; and no perſon whatever was prejudiced on that account.

Thirdly, For that in the ſaid order of diſmiſſion, the cauſes for which he is therein ſaid to have merited and received the ſeveral reprehenſions of the ſaid Court, are not aſſigned, and which your petitioner humbly inſiſts ought to have been done, in

order to enable the ſaid Company to form a competent judgment thereof; and that the ſilence of the ſaid order, in this reſpect, carries with it this plain inference, either that no ſuch cauſes ever exiſted, or that the ſame were ſo trivial or groundleſs, as not to bear examination.

And your petitioner ſhall ever pray, &c.

London, 1ſt March 1771. RICHARD WHITTAL.

N° XXIX.

Copy of a PROCLAMATION, iſſued at *Calcutta*, by the Governor and Council. Dated the 18th May 1768.

Fort William, 18th May 1768.

Notice is hereby given, That after the expiration of Two Months, from the 27th April, no gomaſtahs employed by the Engliſh ſhall be permitted to remain in any part *out* of the provinces of Bengal, Bahar, and Oriſſa: and after that period, that no Company's ſervant, free merchant, or other European reſiding under the Company's protection, ſhall be ſuffered to carry on any inland trade, directly or indirectly, *beyond* thoſe limits, under penalty, if a Company's ſervant, of being immediately diſmiſſed the ſervice; if a free merchant, or other European, of forfeiting the Company's protection: and that if any Europeans whatſoever ſhall attempt to tranſport any merchandize *beyond* the provinces, all ſuch merchandize ſhall be ſeized, and confiſcated, and the gomaſtahs, having charge of ſuch contraband trade, ſhall be puniſhed with the utmoſt ſeverity.

All Armenians, Portugueſe, or the deſcendants of Armenians and Portugueſe, living under the Company's protection, are included in the above reſtrictions. It being intended that none but *the natives* of the country (Muſſulmen and Hindoos) ſhall in future enjoy this privilege.

SIMEON DROZ, Secretary.

I John

I John Holme, Notary Publick, dwelling and practiſing at Calcutta at Fort William in Bengal, do hereby certify and atteſt, that the within writing is a true copy of a paper affixed to the door of the town-hall of Calcutta aforeſaid, carefully collated by me with the original, exhibited to me for that purpoſe.

In faith and teſtimony whereof, I have hereunto ſet my hand and ſeal, at Calcutta, the firſt day of July, in the year of our Lord one thouſand ſeven hundred and ſixty-eight.

(L. S.) (Signed) JOHN HOLME, Notary Publick.

No XXX.

A NARRATIVE of the Caſes of BENJAMIN WILDING and JOHN PETRIE of BENGAL, Eſquires, as contained in a letter from an Officer there to his Friend in ENGLAND.

"As no doubt the actual reſignations of moſt of the officers in Bengal will make a great noiſe in England, and many forced and unfair conſtructions be put on their conduct, it may not be unneceſſary to ſay ſomething on that head; and by laying open the real cauſes and conſequences of that melancholy event, drive the film from before the eyes of the ignorant, ſatisfy the unprejudiced, and at leaſt ſtop the clamorous tongues of the enemies of virtue and honour.

In a former letter I have endeavoured to expoſe the ſophiſtical reaſoning and impolitic conduct of the Select Committee, in abſolutely driving the officers to deſpair by taking off the BATTA *, and deſtroying every advantage which could make the life of a ſoldier tolerable in this country. What made the meaſure appear more odious was, that this œconomical reduction was enforced by men who had ſeen and felt the inconveniencies of a ſubordinate ſtation in this country; who were now ſharing the *ſpoils* of the *public* largely among *themſelves*, regardleſs of the diſtreſſes of the very army which had been the immediate inſtruments of their elevation and good fortune: for conſidering the emoluments which thoſe gentlemen were cutting out for themſelves, and the

* This was an additional allowance, which the officers from eſtabliſhed uſage received, when on actual ſervice in the field.

immenſe and aſtoniſhing ſums allowed to be laid out at the Company's expence in making even the private roads to the garden-houſes of the counſellors, ſurely they would have more modeſty than to plead the ſaving of the Company's treaſure as their object.

Conſequently, when the orders for reducing the Batta of the officers were iſſued from the Select Committee, they filled the heart of every officer with ſurprize and indignation; more eſpecially as they followed hard upon the concluſion of the campaign of 1765, which, as it had been the fartheſt removed from our factories and ſettlements, had conſequently been the moſt expenſive for the officers that had ever been made by any Engliſh army in Bengal; the officers being obliged to have their baggage tranſported upon mens heads over an extent of upwards of 800 miles, at the rate of 5 l. per month for every cooley employed. This enormous expence had drained the pockets of every gentleman who had nothing to truſt to but his pay: and I believe I am not miſtaken when I affirm, that nine out of ten of the officers were in debt when the army went into quarters; and I myſelf have heard General Carnac declare (when panting for freſh water, and obliged to drink that from the wells in which dead carcaſſes had been for ſome days laying) that triple batta was too little for ſuch horrible fatigue.

It is ſcarcely poſſible to imagine a period more injudiciouſly choſen to carry a retrenching ſcheme into execution, than that which the Secret Committee pitched on for this. The officers, drained of money, and ſmarting from the fatigue of a tedious and expenſive campaign, undergone at that great diſtance from the preſidency during the hot ſeaſon, ſeeing themſelves not only precluded from all ſhare in the rich fruits of their very eſſential ſervices, but even curtailed in their old eſtabliſhed advantages, without any proſpect of redreſs, if they tamely ſubmitted to the arbitrary terms impoſed upon them, while even want ſtared them in the face: for at the time I am ſpeaking of ſuch was their miſery, that they could not even pay for cloaths: to which a friend of mine bears a melancholy teſtimony, having loſt about 3000 rupees by furniſhing them with regimentals, by order of the General.

This was preciſely the caſe of the officers in Bengal at that time. When, therefore, thoſe orders reached the different brigades, a thouſand reſolutions were formed and abandoned in a day, from the different paſſions, capacities, and views of the people concerned; but all agreed in calling out for redreſs, and thinking that ſomething muſt be done to ward off their impending diſtreſs.

As I was of the firſt brigade, I muſt confine myſelf to ſpeak of what paſſed there, and the conſequences accruing to individuals in that corps.

You

You know, it was General Carnac's brigade; but under the command of Sir Robert Fletcher, and ſtationed at Mongheer; conſiſting principally of the officers who had been in all the ſervice of the year 1765, and who were conſequently ready to cry out firſt againſt any retrenching ſchemes. In the firſt tranſports of rage, many officers propoſed at once to abandon the ſervice of ſuch ungrateful maſters, and leave them to find officers better qualified for living upon rice and water; but this was over-ruled, and a propoſal made for addreſſing the Governor and Council, in a becoming memorial, ſetting forth the diſtreſſes which the new regulation would inevitably occaſion to the officers, and praying for a ſuſpenſion at leaſt of the order, till the affair could be repreſented to the Company at home. This, after ſome debate, was agreed to; and the following paper was drawn up and forwarded to General Carnac, to be by him delivered in to the Board; viz.

"To the Right Honourable the Preſident and Council.

"GENTLEMEN,

"It is with the greateſt reſpect we now preſume to lay before your "Board, the hardſhips we labour under ſince the reduction of our "former allowance, and we flatter ourſelves, that what we ſhall now "offer, will appear reaſonable, and induce the Board to comply with "this our moſt humble requeſt.

"We beg leave to repreſent, that we find the quarter batta inadequate "to the unavoidable expence attending the character of an officer. The "extraordinary batta allowed in this eſtabliſhment, in preference to the "other eſtabliſhments, only puts us on the ſame footing with them, "as it is well known that European commodities, which we moſt "want, are ſold forty or fifty per cent. dearer here than at either of the "ſettlements of Madraſs or Bombay, and the difference is nearly the "ſame between this place and the preſidency; as likewiſe ſervants "wages, and moſt other neceſſaries bear the ſame proportion; ſo that "we hope, ſetting forth the preſent allowance not to be a proper ſub-"ſiſtence, will not appear an unjuſt repreſentation, but a notice ſufficient "for a repeal of the order of the firſt of January.

"Were we to enumerate the ſevere hardſhips we endured the laſt "campaign, we flatter ourſelves mentioning that alone, and the irre-"parable hurt our conſtitutions have ſuffered from a climate ſo preju-"dicial to every European, would have ſome weight, ſhould we requeſt "the former allowance, on the ſame footing of an indulgence; but "we hope the above ſhort repreſentation of facts will ſuffice, leav-

" ing to your own known candor and impartiality, to ſuggeſt what elſe " we might advance to induce you to a compliance with this our moſt " reſpectful requeſt. We have the honour to ſubſcribe ourſelves, with " the greateſt reſpect," &c.

The General wrote the officers a ſevere reprimand for applying to him, and the Board did not deign to give even an anſwer to their memorial. Thus cavalierly treated, they became inflamed beyond meaſure; and about the middle of April 1766, they came to a ſudden reſolution to gain their point, or elſe to reſign the Company's ſervice on the 1ſt day of May next; but in ſuch a manner as to give the leaſt cauſe for complaint againſt them, or for diſturbance among the men; nay even to ſerve as volunteers, ſhould it be deſired, until other officers could be collected to take charge of the troops.

The world will not be ſurprized when they hear this meaſure vilified and condemned by thoſe very people who had brought it about, by their oppreſſive and tyrannical behaviour to the officers; and I make no doubt that every art will be uſed to render it odious in the eyes of the public; ſince they endeavoured with equal impudence and falſity to make it be believed here, that the view of the reſignation was to unhinge the government, and ſend the Select Committee priſoners to England. Such an abſurd and ridiculous ſcheme could only proceed from their own puſillanimity and conſcious wicked hearts. Had this reſolution ever entered into the minds of the officers, they had nothing to do but to have remained quiet, and the men (to uſe their own phraſe) would have *righted* both themſelves and their officers; for towards the end of April, there were ſeveral meetings diſcovered among the ſerjeants and common men, and but too much reaſon to believe, that they would not part with their officers very eaſily. The moment this was diſcovered, I can affirm, that it was *ſteadily* and *effectually* diſcountenanced by every officer who was acquainted with the circumſtances; who, to a man, would ſooner have given up every conſideration than have ſeen or connived at any diſturbance among the men, however much it might contribute to the advantage of the cauſe they had engaged in; and to this, I dare ſay, the then commanding officer, Sir Robert Fletcher, will bear witneſs, from every part of their behaviour towards him and the Company. Indeed ſo very cautious were they of giving their natural enemies any room to attack their characters on that ſcore, that Captain Wilding and Lieutenant Petrie, with the knowledge and by the deſire of the other officers, waited upon the commanding officer, and, under neceſſary reſtrictions, acquainted him with

with their ſuſpicions; nay, aſſured him, in the name of the whole, that they were ready to ſacrifice their lives, and every thing elſe, in ſupport of the authority of the Company over their troops and poſſeſſions. And when it was found expedient to divide the brigade, more effectually to prevent any evil conſequences from the reſignation, the officers actually marched out with the men, at their own expence and riſk, and encamped at ſome diſtance from the fort, till they were ordered to quit the country; which they as readily obeyed, as they had done any former order under very different circumſtances.

From all theſe facts, I am certain, the unprejudiced part of mankind will believe, that the bloody intentions of the officers had no exiſtence but in the brains of their oppreſſors. This, however, is not at all extraordinary, ſince it is well known, that in all ages and ſtates, tyrannical governments have found it eaſy, and ſometimes neceſſary, to trump up imaginary plots and ſeditions to ſerve wicked turns, and throw a thin veil over their own actions, by colouring oppreſſion with the face of neceſſary ſeverity.

On the 1ſt of May, the following letter, ſigned by every officer in the garriſon, the Brigade-major excepted, was ſent to the commanding officer, accompanied with every gentleman's commiſſion; viz.

" To Lieutenant Colonel Sir Robert Fletcher, commanding the firſt
" Brigade at Mongheer.

" SIR,

" That we might put it entirely out of the power of either the world " or our own conſciences to condemn us, for deſiring leave to reſign " our commiſſions in the honourable Company's ſervice, we have ſerved " four months in obedience to the orders of the 31ſt December, " and are now but too well convinced, that our former ſuſpicions were " true; for notwithſtanding the propoſed reduction of ſervants wages, " and diminiſhing every unneceſſary attendant, we find we cannot " live upon the preſent allowance, but muſt run in debt every month, " as long as we have any credit. We muſt appear upon the parade, " as becomes officers, and keep up our reſpective ranks, or diſobey " public orders. We muſt eat and drink as befits the climate, or fall " ſacrifices to hunger and ſickneſs; and to do all theſe only in mo- " deration, we muſt run ourſelves in debt to every one who will give " us credit, be they gentlemen or the loweſt of the creation; and ſo " fall under the laſh of another article of war, for behaving unlike " gentlemen.

" You

" You know, that we have applied for redreſs in the humbleſt man-
" ner, and that it has been refuſed us: it is needleſs for us here to call
" upon you for a witneſs of our attachment to the ſervice; our behaviour
" through a ſeries of campaigns muſt bear down all ſlander. Many
" of us have eat the Company's bread for ſome years, and are deeply
" concerned that we can no longer do it with honour; all of us are
" ſorry to be obliged to take this method of preventing ruin and miſery
" falling upon ourſelves and connections, and we ſincerely wiſh that our
" maſters may meet with a ſet of officers as much devoted to their
" ſervice as we have always wiſhed to prove ourſelves, and who may
" maintain the Company's affairs, to the lateſt poſterity, in that ſplendor
" to which we have happily raiſed them. But unleſs the pay and
" emoluments of their troops are again reſtored to what they were in
" July and Auguſt 1763, our prayers are all we can now give them.

" As it is from principle we now reſign the ſervice, it would give
" us the greateſt uneaſineſs ſhould the Company's affairs ſuffer by ſo
" ſudden a reſignation. We have, therefore, reſolved to ſerve till the
" 15th of this month of May, without pay of any kind, or being
" eſteemed officers in their ſervice; when an anſwer may be had from
" thoſe gentlemen of the Council who we know have the power of re-
" dreſſing us, or of filling up our places with other officers, provided
" you deſire it. It would make us truly unhappy ſhould any diſturb-
" ance ariſe among the men from this affair being known to them: we,
" therefore, beg you will take the neceſſary precautions of keeping all
" quiet; and as we are to receive no pay, you will be ſo good to give
" the pay-maſter directions for leaving the abſtract for the non-commiſ-
" ſioned and private men unſigned.

" Our commiſſions accompany this; which we beg you will keep,
" and believe us to be with reſpect,

" SIR,

" Your moſt obedient, humble ſervants."

Mongheer, May 1ſt 1766.

To which letter the commanding officer returned the following anſwer.

" GENTLEMEN, Mongheer, May 1ſt 1766.

" I have received your letter of this date, together with your com-
" miſſions; and ſhall, agreeable to your requeſt, take the moſt expe-
" ditious

" ditious method of obtaining you an anſwer from our ſuperiors. I " agree with you in thinking it better, that the ſoldiers remain ignorant " of the meaſure you have taken; and I deſire you will continue to do " duty as officers, according to your former reſpective ranks, until we " know the pleaſure of the Governor and Council.

" I am, with regard,

" GENTLEMEN,

" Your moſt obedient, and humble ſervant,

(Signed) " ROBERT FLETCHER."

The ſame evening it was expedient for half of the troops to be marched out of the garriſon, as if going upon an expedition, and to encamp at ſome diſtance from the fort: in conſequence of which every thing remained quiet till the 6th inſtant, when Captain Wilding and Lieutenant Petrie were made priſoners, and ſent down to Calcutta, as was ſaid, by orders from Lord Clive, and their going to the Colonel (as mentioned above) was the aſſigned cauſe.

This, though perhaps not the firſt, is a ſtriking inſtance of the unmeaning cruelty of the Bengal government at that period: and it cannot but amaze every thinking perſon, that two gentlemen ſhould be ſubjected to all the inconveniencies which would have attended the moſt enormous crime, only for being too zealous in their duty, and too nice in their notions of honour, towards maſters prepared to uſe them with ſuch harſhneſs. For however trifling a thing it may now appear, their waiting upon Sir Robert Fletcher, to inform him of their ſuſpicions of a mutiny, was at the imminent riſk of their lives; as muſt be viſible to every one acquainted with the articles of war, to which they were undoubtedly ſubject till they had actually reſigned the ſervice. Whatever inconveniencies the paſſive behaviour of thoſe two gentlemen ſubjected them to, it had this good effect: it convinced the world, that the fine ſtory of plots and ſeditions had not the ſmalleſt foundation in truth; for it was not without the moſt earneſt ſolicitations, that thoſe gentlemen prevented the whole brigade from accompanying them in a body to Calcutta; or, ſword in hand, reſcuing them from their confinement, which they could not help thinking injuſtice; ſince every man has a right, an undoubted right, to reſign that employ in which he is only a monthly ſervant, and cannot ſubſiſt upon his monthly allowance, without being ſubjected to the miſeries of a felon or deſerter.

Soon

Soon after Captain Wilding and Mr. Petrie had left Mongheer, the confidence between the officers and the Colonel ſeems to have decreaſed gradually, till it ended in an order for ſeven or eight of the officers to leave the garriſon inſtantly, and proceed to Calcutta; and almoſt in the ſame breath a general order was iſſued for the whole to leave the diſtrict of Mongheer in one hour's time, or they would be driven away by an armed force, and eſteemed enemies to their country.

Whether this was an order of Lord Clive's, who was then upon his way to Patna, or whoſe it was, I own it is not my buſineſs to enquire; but wherever it falls, it ſhould leave an indelible blot, and will, I hope, ſtamp the names of the authors of it with eternal infamy. The tenderneſs of a tyger muſt poſſeſs that breaſt which could unconcernedly ſee the men who had ſpent their youth and ſtrength in the military ſervice of the Company, thoſe gallant young men who had purchaſed honour with the loſs of limbs and conſtitutions, in the unhealthy climate of Bengal, troop off, for fear of ſeeing fixed bayonets at their heels, and leave their all, their little all, to the mercy of their enemies; and all this to pleaſe ſome particular deſtroyers!

The conſequences of this order were truly ſhocking to human nature. Some gentlemen, of families many degrees ſuperior to any of the Council, were carried without the walls of the fort in the depth of a ſalivation; others had juſt ſwallowed emetics, and were not allowed to remain to work them off; whilſt the lame were obliged to limp out on their crutches, to avoid the military inſtruments of tyrannic power.

Such are the miſeries which Engliſhmen are doomed to ſuffer when removed far from the influence of the happy conſtitution of their native country! in a place where power gives law, and force is right; and where no man is found brave enough to ſhake the rod of correction over the head of lawleſs authority.

Before the officers left the garriſon, the men got under arms, and ſeemed reſolved to accompany them; but ſeeing their officers diſcourage the attempt, and ſhew no inclination to join and command them, they were ſoon diſperſed to their quarters, by the unmilitary meaſure of money and liquors. Next day Lord Clive arrived at Mongheer, and by flattering the common men and decrying the officers, at the expence of every human virtue, he kept all quiet, though not without the aſſiſtance of large ſums of money; having in a few days diſtributed more in preſents to the ſeapoys and ſoldiers than would have ſatisfied the poor diſtreſſed officers of all the army for a whole year. Such were ſome of the inſtances of his lordſhip's œconomy. But not-

withſtanding this ſucceſs at firſt, ſuch obſtinacy would probably have coſt the Company very dear, had not the weakneſs and wickedneſs of human nature afforded opportunities for regaining a great number of the officers who had juſt left the ſervice: many of whom had engaged in the affair of the reſignation with no other views than treacherouſly to riſe on the ruin of their brother officers, whoſe attachment to their honour they knew would influence them to deſpiſe all advantages to be reaped from the violation of it. Others of them were gained by threats, and many more by impoſition; ſo that in a ſhort time the cauſe was deſerted, and only the few who preferred honeſt poverty to infamous affluence, remained ſufferers on this occaſion; ſome being ſent home to England, others loſing five or ſix years dear-bought rank, and others *permitted the favour of being left* to gain their bread by the ſweat of their brows in Calcutta.

Thus far it was neceſſary to follow the circumſtances attending the reſignation of the honeſt and ſteady part of the officers, to ſhew with how little reaſon their enemies have endeavoured to brand their conduct with ſeditious and dangerous deſigns againſt the government. It may be now worth while to obſerve the *conſequences*, and the effect it had on the civil conſtitution of Bengal; which, from being limited and mild, according to the laws of England, is become abſolute, unlimited, and tyrannical in a greater degree than the moſt arbitrary government in the known world.

I have obſerved before, that Meſſrs. Wilding and Petrie were ſent Priſoners from Mongheer to Calcutta, and ought to have proceeded thither under a guard of ſeapoys; but by a concatenation of miſtakes, the guard for their perſons was left behind, and they were only accompanied by that intended for their baggage; which freed them from very dreadful inconveniencies on their arrival in Calcutta, as will be ſeen bye and bye.

In the abſence of Lord Clive, Mr. Sumner (equally remarkable for his condeſcenſion, when ſecond, as for his overbearing conduct when in the chair, as acting governor) who reigned in Calcutta at that time, had denounced his vengeance on the heads of all oppoſers, and is reported to have ſaid, of the reſigned officers, "There are four of them coming "down priſoners; I wiſh there were twenty-four, *that I might have* "*the pleaſure of hanging them all.*"

When the two unfortunate gentlemen mentioned above arrived at Calcutta, they waited upon this Deputy Governor, to acquaint him of their having quitted the ſervice, and their intention of reſiding at Calcutta; to which he anſwered, They had been put in arreſt by Sir Robert

Fletcher, and muſt remain ſo *till Lord Clive's pleaſure was known.* This they ſtrenuouſly denied; offering, that, as they held no military employment, they could in no degree be ſubject to military law; and left him to uſe his pleaſure. The ſame evening, the Fort Adjutant came to their lodgings, and told them, he had the Governor's orders to put them under arreſt; which they refuſed to obey, for the reaſons given by them to the Deputy Governor himſelf; and requeſted him to take down their anſwers in writing, that they might not be any more troubled with his viſits. Notwithſtanding this he returned again, next morning, and inſiſted on their obeying the arreſt, as Officers in the ſervice of the Eaſt India Company; and on their perſiſting in their firſt reſolution, he acquainted them, that he had the Orders of the Governor and Council to take them out of their lodgings by force, and confine them in the New Fort, under a guard; and if they ſhut their doors, he had orders to plant centinels before the door, *and ſtarve them into compliance:* and for that purpoſe he had paraded a guard of thirty men. Mr. Gideon Johnſtone, in whoſe houſe this happened, overhearing the laſt part of the threat, acquainted the Adjutant, that if he dared to enter his houſe, or to place centinels upon it, he would proſecute him, and all concerned, to the utmoſt extent of the law; and at the ſame time leave the houſe to the mercy of the ſoldiers, in which there was the property of many private merchants, to the amount of ſome lacks of rupees.

This ſtaggered his reſolution, and he departed to acquaint the tyrants with the oppoſition he had met; who, though they ſeemed ready enough to ſacrifice every moral tie to their reſentment, ſhuddered at the thoughts of incurring penalties for hurting a houſe of ſuch conſequence, and they well knew Mr. Gideon Johnſtone would be as good as his word; nor could Mr. John Holme, the oracle of law to the then Council, afford them any conſolation; for, after twiſting and turning the charter with the utmoſt pettifogging ſkill, he was forced to declare, that he could not find any part which juſtified a forcible entry. This gave the poor gentlemen ſome reſpite, but it was only in idea; for they were obliged to keep their doors guarded and barricadoed, to prevent the Adjutant from putting his threats into execution.

In this dilemma, they ſent for an attorney of the Mayor's Court, to inſtruct them in the methods of procuring their liberty, by an application to the civil power: but he very honeſtly told them, that there was no ſuch thing as law in Calcutta; *nor could they there hope for any redreſs*; that, for his own part, his office obliged him to take a retaining fee from them; but, at the ſame time, he would take it as the

greateſt

greateſt favour, and a real mark of friendſhip, if they would not inſiſt upon it; *for his appearance in their cauſe might ruin him in the ſettlement*; and then, without leaving them time to reply, he wiſhed them a good morning.

In this ſituation things remained till the quarter-ſeſſions came on, when they determined to try their cauſe before the Grand Jury, never doubting to find ſhelter and protection under that glorious bulwark of Engliſh liberty. Accordingly, on the firſt day of the ſeſſions, they ſent the following letter to the Foreman of the Grand Jury; viz.

"To James Liſter, Eſquire, Foreman, and the Members of the "Grand Jury.

"GENTLEMEN,

"We hope you will excuſe the liberty we now take in addreſſing you "on a ſubject of the moſt intereſting nature to ourſelves, to you, and to "every free-born Engliſhman who lives under the protection of that bleſſ-"ed conſtitution; and that you will, as far as in your power, grant us "that redreſs which the extraordinary circumſtances of our caſe require, "which are as follow:

"On the firſt of this month we reſigned our commiſſions in the Ho-"nourable Company's ſervice, which were accepted of by the com-"manding officer at Mongheer, where we then were; nor have we "received any pay ſince the 30th April. Laſt night, after we had "been twenty days out of the ſervice, the Fort Adjutant came to our "lodgings, and ſaid he had the Acting Governor's orders to put us "in arreſt, which we refuſed to obey; alledging we were not ſubject "in any degree to military diſcipline, but were ready to anſwer any "charge brought againſt us according to the laws of England.—This "morning he returned again; and, in order to intimidate us into a "ſubmiſſion to military law, ſaid he had the orders of the Governor "and Council to carry us out of our lodgings with a military force, if "we did not inſtantly obey the arreſt; and that if we ſhut our doors, he "would place the centinels upon them. We returned the ſame anſwer "as before: and ever ſince have been in hourly expectation of ſeeing "our lodgings beſet with military guards, by which we are entirely "prevented from going about our own affairs, and put in fear of our "lives. Thus are our moſt valuable privileges, as Engliſhmen, ſet at "nought, and trampled upon; thus are we kept priſoners in our own "houſe, from fear of being aſſaulted when we go abroad; and thus is

" the government become military, and we are at once made liable to " all the horrible conſequences which it is needleſs for us to point out, " as they muſt be but too obvious to every one who reflects that he is " a Briton, and a ſon of freedom, unleſs the civil power heartily in- " terferes to prevent ſuch unprecedented proceedings, before they " have gained too great a head. When we reflect upon the tranſac- " tions of this day, when we reflect that we appealed to the laws of our " country, and when we reflect that that appeal *was diſregarded, how* " can we but tremble for our liberties, which lie at the laſt gaſp!---*If* " we have committed any crime, we are ready to anſwer for it, and " ſhall rejoice to be tried by an impartial jury: to that we fly for pro- " tection againſt ſuch unwarrantable and lawleſs proceedings. If " through ignorance we have committed *any error in point of form*, " we hope you will excuſe it, and eſteem us your diſtreſſed fellow- " ſubjects.

(Signed) " BENJ. WILDING.
" JOHN PETRIE."

In conſequence of this letter, they were carried before the foreman and jury by a peace-officer; and after being ſworn and examined, they were conducted back to their lodgings, exulting in the happineſs of being Engliſhmen, and ſecure in the hope of obtaining redreſs againſt their oppreſſors.

How ſhall I go on?—How ſhall I publiſh to the world the ſhame of my country?—There were not twelve honeſt men found to ſtand forth aſſertors of Britiſh liberty! However, to do mankind juſtice, ten declared for the noble privilege of Britons, and ſeven for power: but the judges were of opinion, that only twelve could conſtitute a legal majority. The little ſpirit of liberty which exiſted in the ſettlement after this, was exerted for a ſhort time in manifeſting deteſtation of thoſe ſeven proſtitutes to power; but the lenient hand of time, which ſmooths by degrees even the brows of murderers, has long ago buried their crime and their puniſhment in oblivion, nor has one ſpark of that noble principle ever blazed forth ſince that period.

I am not ſufficiently verſed in the laws of my country to determine, but I have been aſſured, that ſeventeen cannot legally conſtitute a Grand Jury, unleſs when no more can attend. If this be true, there muſt have been ſcandalous proceedings in the caſe before us; ſince, when the jurors were to have been ſworn in, there were twenty in the court; but when ſixteen had taken the oath, Mr. Vereſt made the

clerk

clerk of the peace call them over twice, to know the number, and I ſuppoſe the names, before he would permit the ſeventeenth to take the oath; and immediately upon its being adminiſtered to them, the other three were required to leave the court, for that the jury was complete. How far this manner of acting is agreeable to law, I cannot pretend to ſay, but it ſeems to be very unlike juſtice.

The ſituation of the priſoners was now more deplorable than ever. Given up by the law to the mercy of their enemies, they had nothing to expect but the utmoſt ſeverity; which would certainly have fallen upon them, but for the protection that Mr. Gideon Johnſtone's houſe afforded them, which the officers did not chooſe to enter, unleſs expreſsly authorized by the *fiat* of Lord Clive.

In the mean time an attorney, bolder than the reſt, ventured to acquaint them, that they might, at any time, bind the Adjutant over to the peace, as well as any number of perſons, his abettors, though unknown to them: upon which they immediately, each of them, wrote the following letter; viz.

"To Randolph Marriott, Eſquire, one of his Majeſty's Juſtices of "the Peace.

"SIR,

"On the 26th of this current month, a perſon who calls himſelf "Lieutenant Baldwin, Fort Adjutant, came to the houſe where I re- "ſide, and threatened to bring a military force, conſiſting of a jam- "madar and thirty ſeapoys, and carry me by violence a priſoner to the "New Fort, there to confine me, if I would not ſubject myſelf to mi- "litary law, after I had informed him twice, that I held no military em- "ployment, and was therefore not ſubject to military law. As this "threatening has never been taken off, I have ever ſince lived in fear "of my life; and am deterred from going about my lawful affairs, "which ſuffer great impediments, for fear of an aſſault in the ſtreets: "with a view to bring him to condign puniſhment, I muſt requeſt you "will bind him over to the peace, as well as ſeveral other perſons un- "known to me, his abettors, and whom he called by the name of the "Governor and Council; but as I am apprehenſive of being ſeized by "this man in my way to you, I muſt likewiſe requeſt you will order a "peace-officer to protect me till I come before you, and make oath to "the truth of what I have herein ſet forth.

I am, Sir, your moſt obedient ſervant,

(One copy ſigned) "BEN. WILDING."

(Another) "JOHN PETRIE."

Mr.

Mr. Marriott, the Acting Juſtice, without returning any Anſwer, poſted away to the Council-houſe, to take the advice of his brother aggreſſors; and from thence wrote to them the *juſtice-like letter* following:

" To Captain Wilding and Lieutenant Petrie.

" GENTLEMEN,

" Pleaſe to inform me whether Lieutenant Baldwin came to you in a " public or private capacity?

" I am, GENTLEMEN,

" Your moſt obedient ſervant,

(Signed) RANDOLPH MARRIOTT, one of " his Majeſty's Juſtices of the Peace for Calcutta."

To this letter they returned the following anſwer:

" To Randolph Marriott, Eſquire, one of his Majeſty's Juſtices of " the Peace for Calcutta.

" SIR,

" Imagining you had, through inadvertency, addreſſed us on the co- " ver of your letter under wrong titles, we broke the ſeal; but muſt in- " form you, that, holding no military employment, we are not to be " known in any affair of law by any other than our Chriſtian names. " However, as courteſy generally continues an officer's title after he has " reſigned his commiſſion, we, to ſave time, inform you, that Lieu- " tenant Baldwin came to us in a ſaſh, ſword, and gorget, the proper dreſs " of his office, and ſaid, he was ordered to threaten us by the Gover- " nor and Council: but we, as private perſons, have no buſineſs whe- " ther he came in a public or private capacity.

" We are, SIR,

" Your moſt obedient ſervants,

(Signed) " BEN. WILDING,
" JOHN PETRIE."

They

They heard nothing more from Mr. Marriott that day. About nine at night, Mr. Petrie, finding it neceſſary to go abroad about ſome urgent buſineſs, wrote, by himſelf, the following letter:

" To Randolph Marriott, Eſquire, one of his Majeſty's Juſtices of " the Peace for the Town of Calcutta.

" SIR,

" As a ſubject of Great Britain, labouring under oppreſſion, I again " apply to you, as one of his Majeſty's ſworn Juſtices of the Peace, for " that juſtice againſt my oppreſſors which the law directs, and which " his Majeſty has been graciouſly pleaſed to take particular notice of in " his letters patent to his Juſtices.

" I am, SIR,

" Your obedient ſervant,

(Signed) " JOHN PETRIE."

This produced, next morning, the letter following:

" To Captain Wilding and Lieutenant Petrie.

" GENTLEMEN,

" As you mention Lieutenant Baldwin came to you in his public " military capacity, any grievance you may have to complain of muſt " lay againſt the authority which ſent him: and *as an Act of Parliament* " *points out a method of redreſs, I apprehend a Juſtice of the Peace cannot* " *interfere.*"

" I am, GENTLEMEN,

" Your moſt obedient ſervant,

(Signed) " RANDOLPH MARRIOTT."

The unfortunate gentlemen thought this letter worthy of no other reply than the following ſhort anſwer:

" Meſſieurs Wilding and Petrie preſent their compliments to Mr. Mar- " riott, and ſhould be glad to know how the meſſenger in the affair of Mr. " Wilkes came to be puniſhed?

" Calcutta, 3d June 1766."

Thus finiſhed their correſpondence, and connection with THE JUSTICES OF CALCUTTA, for after this they went abroad, their own protectors, and met with no other moleſtation than being followed through the town by the ſpies of the Governor, ſent after them to ſee who gave them a dinner, or a ſupper; to ſuch amazing meanneſſes do bad men in power deſcend!

Notwithſtanding all that had paſſed, the priſoners would have found it a difficult matter to have proved a falſe imprisonment upon the Governor and Council, had it not been for their own folly and inconſiſtency. In about a week after their correſpondence with the foreman and Mr. Marriott was at an end, the Adjutant once more made his appearance at their lodgings (like the herald in Henry the Fifth after the battle of Agincourt) *mightily creſt-fallen*, where, in the moſt reſpectful terms, he delivered the compliments of the Governor and Council, telling them that, as Sir Robert Fletcher *had accepted of the commiſſions when they reſigned the ſervice, they were no longer priſoners, but now at liberty to go where they pleaſed.* It is a queſtion worthy the determination of a Governor and Council, whether tyrannical pride or meanneſs appeared moſt conſpicuous through the whole courſe of theſe proceedings?

Thus have I, my dear Sir, gone through the moſt material circumſtances attending this melancholy affair, with avoiding, for fear of prolixity, the mention of many things of leſs importance, but equally tending to prove the unremitting violence with which the people in power acted towards the unhappy officers, who had ſacrificed their youth and conſtitutions to the ſervice of the Company. Whether the two gentlemen above-mentioned deſerved the treatment they met with, or not, or whether the conduct of the juſtices was according to law, I will not pretend to determine; and ſhall therefore conclude with making this obvious remark upon the whole, that the legiſlature muſt certainly have been impoſed upon with reſpect to the ſtate of affairs in India, ſince we cannot think they could be ignorant, that all the Company's ſettlements are ſubject to the laws of England. The juſtices of the peace through all India are thoſe, only, who are of the Council at the different ſettlements, who are ſo *ab officio*; they leave England at the age of ſixteen, many of them before they know what juſtice means, and are ever afterwards taught to believe it conſiſts in the *fiat* of a *Governor and Council.* There is ſcarce ever a cauſe in which it is neceſſary for a juſtice to interfere, which does not take its riſe either from ridiculous orders from the Company at home, or the rapacious monopolizing ſpirit of their ſervants abroad: and, above all, there is ſcarce a poſſible caſe in which the members of the Council, as individuals, are not

not concerned directly or indirectly, from their extenſive connections in import and export trade, farms, &c. &c. Is then the boaſted liberty of Engliſhmen to be ſubject to a juriſdiction, where the judge himſelf is either appellant or defendant? How ſtrikingly applicable is this to the caſe of Mr. Marriott before us? Inſtead of having the parties immediately brought before him, or calling together a Bench of Juſtices, he poſted away to the Council-houſe, to conſult with the ſervants of the Company, *his* own aſſociates, whether he ſhould act according to his conſcience, and adminiſter juſtice according to his oath, or according to the dictates of a tyrannical ruler. As this letter has much exceeded the length I intended at firſt, I imagine you are ſufficiently tired; and wiſhing you all happineſs, I *am*, &c.

N° XXXI.

THE NARRATIVE of Mr. VERNON DUFFIELD, relative to his own Caſe, and the Caſe of Mr. FRANCIS ROBERTSON of BENGAL.

" Having ſerved many years in the army at Bengal, I was one of the many officers who thought themſelves injured and diſtreſſed by the ſudden reduction of the eſtabliſhed batta-money, in December 1765, by Lord Clive and his Secret Committee; and who, after fruitleſsly waiting ſix months in hopes of a favourable iſſue to their remonſtrances, came to a reſolution to reſign on the 1ſt of May 1766. The brigade I belonged to lay in cantonments at Bankipore, near Patna, under the command of Colonel *Sir Robert Barker*, who ſent me an order, immediately after I had reſigned my commiſſion, to repair to Calcutta the very next day. Upon this, I waited on Sir Robert Barker, to be acquainted with the reaſons of my having ſo ſhort a notice given me, particularly as he knew my wife and family were with me, totally unprepared for ſo long a journey, and my private concerns altogether unſettled; and farther to requeſt, that if (notwithſtanding I was no longer in the Company's military ſervice) I muſt go, he would allow me a few days more to ſettle my affairs. Theſe my remonſtrances and requeſt had no effect: whereupon I aſked Colonel Barker, if he would ſtand to all the conſequences of the loſs or loſſes that might happen of my valuable effects, from the dangers of the river, as well as of thoſe I ſhould, on ſo ſhort a notice, be neceſſitated to leave behind me? The Colonel returned for anſwer, that I muſt go, and that he would ſtand to every thing he did.

Whereupon I was obliged to leave Bankipore that evening; taking with me my wife and family, and leaving behind unadjuſted debts that were due to me to the amount of 16,000 rupees. The boats on the Company's account, provided by Colonel Barker to carry me to Calcutta, appeared ſo exceſſive bad, that I could not think of venturing myſelf and family in them; and having luckily a boat of my own, I embarked with my family on board my own boat, putting my baggage into the boats provided for that purpoſe; fearing much at the ſame time, that they would not be able to undergo the voyage to Calcutta, which was between 400 and 500 miles off. Juſt after my arrival at a place called Noon Golah I received an order from Colonel Barker, that I muſt not on any account touch, or call at Mongheer on my way. On my paſſage down, one of the Company's boats with a part of my baggage on board, to the amount of about one thouſand rupees, was loſt in a ſtorm near Bhar; whereupon I wrote to Colonel Barker, informing him of the accident, and that in conſequence of his declaration, "that he ſhould ſtand to the conſequences "of thus ſending me out of the country," I ſhould take the liberty to ſend him an account of the particulars of my loſs, and call upon him for the amount: to which letter he never returned any anſwer. Having procured another boat at my own expence, to take in ſuch part of the baggage as was ſaved from the wreck, I proceeded on till we arrived at Bandecoot, a place about 100 miles from Calcutta; where, not finding water ſufficient in the river to carry boats any farther, I was under the neceſſity of leaving the boats, and of travelling over land with my family and baggage, at my own expence; which, including boat-hire, bearers, cooleys, hackeries, and other travelling charges, coſt me about 600 rupees before I arrived at Calcutta, which was the beginning of June; having been better than a month on my paſſage down.

On the 9th June 1766, I received an order from the Governor and Council of Calcutta, in which four other Gentlemen were included, directing us to hold ourſelves in readineſs to embark for Europe by the returning ſhips of that ſeaſon. As this was an unprecedented thing, I imagined it was done with a deſign to frighten us into the ſervice again; and finding afterwards that many of the reſigners had again actually entered into the ſervice, and farther conſidering I was in rank near a majority, and that if the Governor and Council ſhould perſiſt in carrying their order for my ſuddenly going to Europe into execution by force, it would be the cauſe of inevitable ruin to me and my family; I therefore was neceſſitated to make every ſubmiſſion that could be made with decency or propriety to the Preſident and Council, as well as to

ſeveral particular members, in order to procure my reinſtatement: but thoſe my applications and ſubmiſſions were all ineffectual.

On the 18th Auguſt 1766, to my great ſurprize, I received a letter from Mr. William Alderſey, ſecretary, informing me, "That in conſequence of the notice already given me of the 9th June 1766, to prepare for returning to Europe, for the part I bore in the late reſignation of the officers of the army, he was ordered, by the Right Honourable Lord Clive, preſident, and the Council of Calcutta, to acquaint me that I muſt accordingly embark on board the Lord Camden, which ſhip was expected to ſail towards the end of the month; and that Captain Smith was furniſhed with an order for receiving me on board with my neceſſaries." At this time my wife was three months gone with child. The ſuddenneſs of ſuch unexpected news, and the reflection of my being thus cruelly torn from her, overcame her ſo much that ſhe fell ſick, and a violent fever enſued, which had near coſt her her life; and in the midſt of this illneſs ſhe miſcarried.

I found from Captain Smith, commander of The Lord Camden, who had likewiſe received his orders from the Governor and Council, that I was to be taken on board as a charter-party paſſenger *, and ſhould have but bad accommodations on board: in the midſt therefore of my diſtreſs, I once more, under date of the 24th Auguſt 1766, addreſſed the Governor and Council in the moſt ſubmiſſive terms, requeſting that, in conſideration of my long, faithful, and known ſervices in the Company's military employ, I might, as well as others, be re-admitted to my former ſtation. I farther repreſented the diſtreſſed ſituation of myſelf and family, and that I could not thus go to Europe without inevitable ruin.

In anſwer to this my humble ſupplication, I received a letter from Mr. Secretary Alderſey, dated Calcutta, the 25th Auguſt 1766, informing me, "That he was ordered by the Right Honourable the Preſident and Council to acknowledge the receipt of my letter to them, and to acquaint me, in anſwer, that they were determined to have their orders duly complied with; and unleſs I did repair on board The Lord Camden in proper time, purſuant to the notice I had already received, that I might be aſſured the Company's orders would be put in execution, by embarking me by force."

* Charter-party paſſengers are ſent home at the Company's expence, ſo far as to be intitled to a *birth* and to ſhip's proviſions, as common ſailors. The ſending over of gentlemen by violence, therefore, on ſuch a kind of agreement, is putting them exactly on a footing with the felons who are tranſported from England to America; whoſe accommodation and ſupply of ſhip-proviſions, during the voyage, are contracted and paid for by the crown.

On Friday the 29th Auguſt 1766, Lord Clive ordered his Aid-de-camp, Captain Upton, to acquaint me, that he expected I would go on board the ſhip Lord Camden, Captain Smith, on the Monday next, as the Captain went on board that day; and that Mr. Kelſall the Commiſſary General had orders to provide me with boats. As I had before heard Colonel Barker declare, in preſence of ſeveral officers, that Lord Clive would ſacrifice himſelf, family, and fortune, and even the whole ſettlement, rather than give up his point, I now plainly perceived it was impoſſible to ſoften his inhuman heart to compaſſion, but that I ſhould ſhortly be torn from my family, fortune, and every thing dear to me. All that I could do on this occaſion, in the ſettlement of Calcutta, was to cauſe the notary public, Mr. John Holme, to draw up two proteſts againſt Lord Clive, the Council, and Captain Nathaniel Smith of The Lord Camden; which was accordingly done, and one of them I preſented to the Governor and Council, and the other to Captain Smith.

On the morning of the 3d September 1766, Captain Upton came to my houſe, and informed me that Lord Clive had ſent him to me, to deſire I would not repel force by force, as he intended that afternoon to ſend an officer with a party of ſeapoys to force me on board The Lord Camden; and that his Lordſhip farther deſired him to acquaint me, that he would give me all the law on my ſide that I could require, as he was fully determined *to break into my houſe*, either at the doors or windows. I deſired Captain Upton to preſent my reſpects to Lord Clive, and acquaint him that I was reſolved not to go on board any ſhip by conſent, and that his Lordſhip might uſe what force he pleaſed, as I would ſooner loſe my life than be ſeparated from my wife, family, and fortune in ſuch a cruel and unlawful manner.

Accordingly the next morning, being the 4th September 1766, Enſign Peter Angerſteen entered and ſurrounded my houſe with a ſerjeant and twelve or fourteen ſeapoys, in order to ſeize my perſon; but on my perceiving the guard enter the door of the fore-part of my houſe, I, being then in the hall, ſhut the doors of the rooms againſt them, expecting the guard would break them open, as Captain Upton had before acquainted me his Lordſhip's intentions were. But Enſign Angerſteen, finding I had ſhut the inner doors of my houſe, immediately planted ſix centinels at the doors and windows, and gave ſtrict orders to the guards, *not to ſuffer either victuals or drink to be admitted to me, nor any perſon or perſons to have any communication with me.* My wife at this time, being in an adjacent room of the houſe, was not permitted to come into the apartment I was in, nor even ſuffered to talk to me through

through the bars of the windows. Upon my aſking Enſign Angerſteen, by what authority he acted ſo imprudently and unlawfully? he told me it was by Lord Clive's poſitive order, which he had, ſigned and ſealed by his Lordſhip's own hand. At my requeſt, he read part of the order to me, ſtanding at a diſtance from the window, purporting, "that he, "Angerſteen, was to take a guard, and ſecure the perſons of Captain "Vernon Duffield and Enſign Francis Robertſon, not to ſuffer any "perſon or perſons whatſoever to go in or to come out, or allow pro-"viſions, liquors, or ſupplies of any kind to be conveyed to them, "without his Lordſhip's expreſs orders: and that he might try to get "in at the windows, or by any other fineſſe, to ſecure their perſons." When Enſign Angerſteen had read thus much of his orders, he put them in his pocket. *I begged he would read the whole to me*: but he refuſed *doing it, and* went away, leaving the guards ſtationed as before-mentioned. Dinner being ready, my wife and ſome of my ſervants approached to give me ſome victuals through the bars of the windows; upon which the centinels puſhed them away with great inſolence, and abuſed them to the higheſt degree. About this time a Jammadar, or black officer of ſeapoys, entered a room joining to my houſe, where my wife and part of my family were ſitting, and with the greateſt aſſurance inſiſted on ſitting down cloſe to her. I immediately ſpoke to him in his own language, telling him, that was my wife and family, and deſired him to go out of my houſe; upon which he abuſed me beyond expreſſion.

In this ſituation, I wrote to the MAYOR AND ALDERMEN OF CALCUTTA, as alſo to RANDOLPH MARRIOTT and HUGH WATTS, Eſquires, his Majeſty's juſtices of the peace, acquainting them with my ſituation, and informing them, that not being a military man, neither having committed robbery, treaſon, murder, nor any other crime or miſdemeanor, I applied to them, as to the civil power of that city, hoping for their protection. On the 5th September 1766, I received a letter from Mr. John Holme, Regiſter of the Mayor's Court, acquainting me, that he was ordered by the court to inform me, that my affair did not come within their cognizance or juriſdiction: and the ſame day I received an anſwer from Mr. WATTS, *that he was ſick*. But having received no anſwer from Mr. Marriott, I wrote to him again on the ſaid 5th September, informing him, that my condition was then ſuch, that *I was ſtarving, and had not even been allowed to go to the neceſſary-houſe during my confinement*. In anſwer, I received a letter from Mr. MARRIOTT, the ſame day, acquainting me, that "*he had received my let-*"*ter and had waited in expectation my ſervant would have returned the*

"*next*

" *next morning for his anſwer. But informing me further, that, if I* " *would now pleaſe to apply to Claud Ruſſell, Eſquire, who was the pre-* " *ſent acting juſtice of the peace, he dared to ſay, I ſhould be granted a* " *civil officer to conduct me to him, in order to lay my grievances before* " *him.*" Such excuſes and delays could adminiſter but ſmall comfort to a man in my circumſtances; however having no other proſpect, on this information, I wrote to Mr. Claud Ruſſell, on the ſaid 5th September, to which receiving no anſwer, I wrote to him again on the 6th, when at laſt he thought proper to write me a letter, informing me that, " *as* " *ſoon as he could have the opinion of the Bench of Juſtices upon the ſubject* " *of my complaint, he would return me an anſwer.*" Not hearing any thing farther, on the 8th September I wrote again to Mr. Ruſſell, acquainting him of the continuance of my diſtreſs, with aggravation, for that the night before, *my windows were ordered to be ſhut up to prevent both light and air from coming to me:* and, impatient for relief, on the ſame day I wrote, for the ſame purpoſe, to the other Juſtices William Brightwell Sumner, Harry Vereliſt, Charles Ffloyer, Thomas Kelſall, and William Alderſey, Eſquires, all then reſident within the town of Calcutta. Some time after which, I at laſt received a letter from Mr. Ruſſell, informing me, " *that the mem-* " *bers of the board being diſperſed in the country, a full bench could not be* " *aſſembled till that morning, being the 8th September* 1766, *or he ſhould have* " *returned an anſwer to my letter ſooner; and that Mr. Groſe, their clerk,* " *whom they had deputed to wait on me, would acquaint me with the reſult* " *of their meeting.*" Accordingly that evening Mr. Groſe came to me, and informed me, *by word of mouth*, through the bars of my window, " *that the Bench of Juſtices had laid my letters before Lord Clive, and aſked* " *his reaſons for placing the guards on me in the manner I had related in my* " *letters, and that his Lordſhip had anſwered, that he had not ordered the* " *guards to confine me to my room, but, on the contrary, had given them* " *orders to let me go about where I would, that I was at liberty to go to* " *any part of Calcutta; and that the reaſon of the guards being placed over* " *me, his Lordſhip ſaid, was for not obeying the orders of the Governor and* " *Council in going on board The Lord Camden. Farther, that the Bench* " *of Juſtices thought the letters I had laid before them were groundleſs,* " *and they ſhould take no farther notice of them; but that if I would,* " *agreeably to the orders of the Governor and Council, proceed on board* " *The Lord Camden, I might expect all the civility and good treatment I* " *could wiſh for.*"

Theſe minutes reported from the Bench of Juſtices, I took down in writing before Mr. Groſe, and the next day I addreſſed them again, expoſtulating on their meſſage, diſapproving certain allegations, and acquainting

quainting them, that as a Britiſh ſubject much oppreſſed, I applied to them as his Majeſty's Juſtices, requeſting they would examine Enſign Angerſteen, Serjeant Halſell, and the havildar of the guard, upon oath, concerning the orders by which they acted; but that as for going on board The Lord Camden, I had already acquainted the Governor and Council that I could not comply with ſuch orders.

The Bench did not ſhew the leaſt inclination to comply with my requeſt, *reſpecting* the examination; ſo, on the 10th September 1766, I wrote again ſeparately to William Brightwell Sumner, Harry Verelſt, Randolph Marriott, Claud Ruſſell, Thomas Kelſall, Charles Ffloyer, and William Alderſey, Eſquires, his Majeſty's Juſtices, acquainting them, that I wanted to ſwear the peace againſt Enſign Angerſteen; and as I was prevented from *waiting upon them, by* my being confined, I ſhould be glad to ſee any one of them at my houſe, to take my depoſition. None of theſe gentlemen, however, thought proper to come to my houſe, or even anſwer my letter, except the cautious Mr. Ruſſell, who wrote to me on the 11th September 1766, *that in caſe my deſire of ſwearing the peace againſt Enſign Angerſteen aroſe from any cauſe that had no connection with the ſubject of my former letters he would be glad to ſee me at his houſe, and if neceſſary for that purpoſe, he would ſend a conſtable for my protection. But in caſe it had to do with my former letters,* HE HAD NO AUTHORITY.

The ſame day I received a letter from Mr. Groſe, acquainting me, *that he was directed by the Bench of Juſtices, who had aſſembled on the ſeveral applications I had made to them, both ſeparately and jointly, to inform me, that on enquiry into the cauſe of my complaints, they did not appear to be cognizable by any civil authority there, being* AGAINST THE PRESIDENT and COUNCIL.*. After this final anſwer from the Bench of Juſtices, it plainly appeared impoſſible to obtain any redreſs in Bengal againſt ſuch illegal and arbitrary proceedings, becauſe thoſe gentlemen as ſworn Juſtices of the peace would not condemn one another for what they tranſacted as counſellors.

Having been ten days and nights cloſe confined in my houſe, in want of common neceſſaries, and even day-light, overcome with the heat of the weather and the ſmell of my room, which was now become extremely diſagreeable, in this ſituation, I had been attacked with a diſeaſe

* The Preſident and Council act by the authority of the Company, or the Court of Directors, and the Magiſtrates by the authority of the laws, and for the Sovereign. Thus the authority of the deputies of the Eaſt India Company is, in Bengal, held to be ſuperior to that of the ſovereign and the laws.

which

which often proves mortal in that country, and was in fact at the point of death, when I determined to have my doors opened, and to surrender myſelf priſoner to Lord Clive and the Council. But before I executed this reſolution, that is, on the 13th September 1766, I wrote a letter to Lord Clive with an account of my ſituation, to ſee what he would ſay; to which he immediately returned me for anſwer, *that I was no ſtranger to the reaſon of the guard of ſeapoys being poſted near my houſe, but that I certainly knew they were not poſted there to confine me to the houſe, but that I might come out whenever I thought proper.* After this I had my doors opened, and, with the aſſiſtance of Mr. Gowin, made a ſhift that night to crawl to the houſe of Mr. James, a near neighbour. I was followed cloſe by ſix ſeapoys, with bayonets fixed on their muſkets, while the remainder of the guard that ſtayed at my houſe, poſted double centinels at the doors of the room where I had been confined and would not ſuffer my wife, or any one, to enter therein. I ſtayed and ſupped at Mr. James's, in company with Meſſ. Stanford, M. Cox, Broadbent, and Dr. Savage, who were eye-witneſſes of the above. After ſupper Enſign Angerſteen came to Mr. James's, and notwithſtanding I had ſhewed him the letter I had received from Lord Clive, conducted me, with the guard that was with me, back to my own houſe, where I was ſtill guarded as a priſoner, but with leſs rigour than before. On the 14th September 1766, in the morning, I was carried out in my palanqueen in company with Mr. Britain, in order to enter a proteſt againſt Lord Clive and the Bench of Juſtices, but was followed through the ſtreets by two of the ſeapoys with drawn bayonets: and notwithſtanding all the pretences and aſſurances of Lord Clive, that I was at liberty, I was on a ſudden ſurrounded by a new guard of twelve ſeapoys, who in a moſt contemptuous manner made me their priſoner, and forced me back to my own houſe, in the preſence of Meſſ. Britain, Holme, and Randall, Lieutenant Edminſon, the Rev. Mr. Kiernander, and Mrs. Carewood; where I remained a priſoner, with double centinels over me; but with liberty, however, to go from one room to the other.

On the evening of the 17th September 1766, the guard made an attempt to ſeize my perſon in the hall, but upon my retreating into my bed-chamber, they did not chooſe to follow me, as I ſuppoſe, for fear of fire-arms. This behaviour gave me great ſuſpicion, that Lord Clive had given particular orders concerning me, to be executed that night; which was verified by the event; for in the dead of the night (or rather the morning of the 18th September, being between the hours of two and three of the clock) Enſign Angerſteen came with Serjeant Snider and part of the guard, and entered the room where I was with my wife,

and immediately ſeizing me by my right arm, tore me in a moſt barbarous and cruel manner from her, notwithſtanding, in that inſtant, ſhe fell to the ground in a fit. I was dragged through the ſtreets of Calcutta to the river ſide, and put into a budgerow, where I remained with centinels at the cabin door from three in the morning till four that afternoon, when Enſign Angerſteen came to ſee me in the cabin. I aſked him, what was to be done with me? and he informed me, Lord Clive had given orders that I ſhould be ſent down the river, and put on board a ſloop, the Captain of which had orders to proceed with me to Madraſs.

About this time my wife came down in her palanqueen to ſee me, though extremly weak after her late miſcarriage. She ſaid ſhe was determined to ſhare my fate in going with me, rather than be thus ſeparated from me by Lord Clive after between eight and nine years marriage. Accordingly I conſented to take her with me, and leave my attornies to ſettle my affairs: but upon this, Enſign Angerſteen immediately ordered the boat to be puſhed off, and again, in a moſt barbarous manner, forced us from each other; which ſo affected my wife, that I did not expect ſhe would ſurvive it.

The boat immediately put off, under the command of Serjeant Snider with the guard, Enſign Angerſteen remaining behind. There was a gentleman, named Mr. Francis Robertſon, late an officer in the army, who had alſo in the ſame manner been confined to his houſe, under charge of a party of Angerſteen's ſeapoys, and who was brought on board the boat with me. In our paſſage down the river he ſhewed me a copy of Lord Clive's orders, which he had procured from Enſign Angerſteen, and which was taken from the original, on the 18th September 1776, in preſence of Mr. Patrick Duff and Mr. James Home, as follows.

"*To Enſign Angerſteen.*

"SIR,

"You are to take a guard and ſecure the perſons of Captain Vernon "Duffield and Enſign Francis Robertſon; and when ſecured, you are "to embark them in budgerows, or boats provided for that purpoſe, "and convey them by water on board the Lord Camden, delivering "them to the charge of Captain Smith. In caſe you meet with reſiſt- "ance of fire-arms, ſwords, or any other weapons that may endanger "the loſs of your own life, or the lives of any of your party, you are "to deſiſt from the attempt, contenting yourſelf with placing guards in "ſuch a manner, that they cannot poſſibly eſcape. Nor are you to ſuffer

" any perſon or perſons whatſoever to go in or come out, or allow pro-
" viſions, or liquors, or any other ſupplies of any kind to be conveyed
" to them, without my expreſs orders. You are likewiſe to endeavour
" to prevail upon the ſaid two officers to ſurrender themſelves quietly,
" and if that has no effect, you may try, by getting in at the window,
" or by any other fineſſe, to ſecure their perſons; but upon no account
" by force or violence to break open any lock. If the door be not
" locked, you may in that caſe open it, and ſeize the ſaid two officers.

" Fort William, the 4th Sept. 1766.
(L. S.) (Signed) " CLIVE."

On the 19th September 1766, in the afternoon, we arrived along ſide the ſloop, near Ingellee, and upon refuſing to go voluntarily on board, were forced up the ſide by Serjeant Snider and his guard, in preſence of Mr. Briggs and Mr. Inglis. I told Briggs, who commanded the ſloop, that ſince he had ſuffered me to be put forcibly on board, I ſhould look upon myſelf as his priſoner, and upon him as anſwerable for the conſequences hereafter. He anſwered, he could not help it, that he had received orders from the Governor and Council for that purpoſe.

Mr. Briggs ſet ſail for Madraſs; and after we had been a few days at ſea, he ſhewed me the order he had received from the Governor and Council of Calcutta, which was as follows.

" To Captain William Briggs of the Ann Sloop.

" SIR,

" You are hereby ordered to receive on board your ſloop, Captain
" Lieutenant Vernon Duffield and Enſign Francis Robertſon, whom
" you are to carry to Madraſs, and deliver them to the orders of the
" Preſident and Council there.

" Dated in FORT WILLIAM the 15th Sept. 1766.

" By order of the Right Hon. the Preſident and Council.

" WILLIAM ALDERSEY, ſecretary."

After a very diſagreeable paſſage of twenty-four days, in which the ſloop once was run aſhore and in imminent danger, on the 12th October,

ber, at night, we arrived ſafe at Madraſs; and on the 13th were taken aſhore by Capt. Briggs, in order to be delivered over to the Governor and Council to whom we were conſigned, for further impriſonment and tranſportation. Capt. Briggs left us at a public houſe, in order to go and receive Governor Palk's commands: and in the afternoon, between two and three o'clock, a ſerjeant came to us, and informed us, that Capt. Fraſier deſired we would come into the Fort immediately; and on refuſal he had orders from the Governor to ſend a guard and bring us in by force. We deſired the ſerjeant to acquaint Capt. Fraſer, that he might do as he thought proper, as he had received ſuch orders from the Governor, but that as we were priſoners of Mr. Briggs's, we could not think by any means of ſetting ourſelves at liberty, and ſhould therefore wait his return. The ſerjeant went to Capt. Fraſier, but finding him aſleep, went to Colonel Tod, who ordered the ſerjeant to take a guard, and bring us priſoners into the Fort; and in leſs than an hour the ſerjeant returned with a guard of ſeapoys, and carried us into the Fort, to Capt. Fraſier's houſe, who by this time was getting up. He informed us, that Governor Palk had given orders for us to be *immediately* ſent on board the Speaker, Capt. Dewar, which was to ſail *that evening for Bombay* *, and in caſe of our refuſal, he had orders to force us on board with proper guard.

We acquainted Capt. Fraſier that this treatment was very inhumane, and quite unexpected; that we had been forced from Bengal in a moſt cruel manner, unprepared for a voyage to Europe; that our linnen was dirty, and we had accounts to ſettle, ſo that we could not poſſibly go on board that evening. We therefore begged he would acquaint Governor Palk of our ſituation, and requeſt he would allow us *only twenty-four hours* to equip ourſelves as well as we could, and grant us permiſſion to wait upon him. Capt. Fraſier being ill of the gout, he ordered Lieutenant Spratt, the town-major, to acquaint Governor Palk of our ſituation, and our requeſt of ſeeing him. Accordingly Lieutenant Spratt waited on the Governor, and brought us for anſwer, that he would not ſee us, but inſiſted on our being ſent on board the Speaker *immediately*. We then requeſted we might have the permiſſion of ſeeing Colonel Tod, which Capt. Fraſier granted, and ſent Lieut. Spratt to guard us. When we ſaw Colonel Tod, we acquainted him

* A candid man of the moſt moderate principles muſt think it a ſtrange courſe for the paſſage of priſoners to be ſent from Bengal to Madraſs, from Madraſs to Bombay, and from thence down the Malabar coaſt on their way to England. And as ſtrange muſt appear any violent treatment of one officer by another, who had been guilty of no other fault than that of reſigning his commiſſion.

with our ſituation, and begged he would inform Governor Palk of our diſtreſs, for want of a few hours time on ſhore to prepare for the voyage: but he refuſed, ſaying, the affair did not concern him.

Lieut. Spratt therefore conducted us to the ſea-ſide with a guard, forced us into a boat, and from thence into the ſhip Speaker. When we were embarked, and ſaw Capt. Dewar, we aſked him if he had received any orders from the Governor and Council of Madraſs to receive us on board his ſhip? He replied, He had received orders from them to receive us on board, as charter-party paſſengers, which he would do. After we had been ſome days at ſea, Capt. Dewar ſhewed us the orders he had received from the ſaid Governor and Council, which were as follow.

"To Captain James Dewar, of the ſhip Speaker.

"SIR,

"You are hereby ordered to receive on board your ſhip, as charter-party paſſengers for England, Captain Lieut. Vernon Duffield, and Enſign Francis Robertſon.

"H. M. GOODLAD, ſecretary."

"Fort St. George, the 13th October 1766."

"To Captain James Dewar, of the ſhip Speaker.

"SIR,

"I am further ordered to acquaint you, that the ſaid Captain Lieut. Vernon Duffield and Enſign Francis Robertſon are not to be permitted to go on ſhore at Bombay, without the particular orders of the Preſident and Council there.

"H. M. GOODLAD, ſecretary."

"Fort St. George, the 13th October 1766."

After our arrival at Bombay, we wrote to Capt. Dewar for leave to go on ſhore, who ſent his purſer, Mr. John Davis, to inform us, that he could not give us leave, but adviſed us to apply to the Governor and Council there. Whereupon we wrote to them, requeſting permiſſion

o come on ſhore for our healths, on our paroles, to return on board the Speaker when ſhe was ready to ſail.

In anſwer to our letter, we received one from Mr. Ramſey, ſecretary to the Governor and Council, informing us, that he was directed by their order to acquaint us, that they had no objection to our reſiding upon BUTCHER'S ISLAND during the Speaker's continuance at Bombay, provided we would enter into a bond of 500l. each, to repair voluntarily on board again, when required, giving proper ſecurity for the ſame. We could not help thinking theſe conditions impoſed on us very harſh and inhuman, for Butcher's Iſland, in the harbour of Bombay, is a place commanded by a non-commiſſioned officer's guard, which we were informed was only uſed for the confinement of felons and other priſoners, and for the keeping of the Governor's live-ſtock: and with reſpect to the ſecurity-bond, it was out of our power to give any ſuch ſecurity, being entire ſtrangers to every body in Bombay.

We therefore expoſtulated with the Governor and Council upon the unreaſonableneſs of theſe propoſals; and after farther deliberation, they ordered Mr. Secretary Ramſey, on the 17th December 1766, to acquaint us, that in conſideration of our circumſtances they would conſent to our coming on ſhore at Bombay, provided we would execute the parole which was incloſed to us: but they acquainted us, that the board could not but remark, in juſtice to themſelves, that their propoſal for our reſiding on Butcher's Iſland was no way unreaſonable, as it was allowed to be a very healthy and pleaſant place, where people had frequently gone for the benefit of their healths. We therefore each of us executed and returned the paroles which were ſent us, as follows.

"I the under-written Vernon Duffield, now charter-party paſſenger "on board the Honourable Eaſt India Company's ſhip Speaker, or- "dered to England by the Preſident and Council of Madraſs, do here- "by give my parole of honour to the Preſident and Council of Bombay, "that if they will admit of my going on ſhore there for refreſhment, "I will, during my reſidence on the ſame iſland, conduct myſelf in "every reſpect in a becoming manner as a gentleman, and voluntarily return on board the ſaid ſhip without heſitation, whenever I may "be required, for proceeding on her to Great Britain. Dated on "board the ſhip Speaker, the 10th December 1766."

After this, Capt. Dewar ſent an order to the commanding officer on board to permit us to go on ſhore, which we accordingly did on the

ſaid

ſaid 18th of December; and on the 23d January 1767, we received the following order, viz.

" To Meſſrs. Vernon Duffield and Francis Robertſon.

" GENTLEMEN,

" I am directed by the Honourable the President and Council to acquaint you, that their diſpatches for the Speaker will be ſigned on Monday Morning, the 26th inſtant, and to require you to repair on board her accordingly, agreeably to the parole you executed upon coming on ſhore.

" I am, GENTLEMEN,

" Your moſt obedient ſervant,

(Signed) " ANDREW RAMSEY, ſecretary.

" Bombay Caſtle, 23d January 1771."

We accordingly repaired on board the Speaker, where having only the accommodation of charter-party paſſengers, with ſcarce room to hang our hammocks, I was obliged to purchaſe the uſe of the boatſwain's cabin, for eight pounds; and having been informed at Bombay, that Governor Crommelin, who went paſſenger from Bombay alſo in this ſhip, would not allow of our eating at table with him, we were under the neceſſity of agreeing with the under-mates to meſs with them.

We left Bombay, and proceeded down the Malabar coaſt to Tellicherry, where Mr. Robertſon, diſſatisfied with his ſituation in the Speaker, left us, upon giving Capt. Dewar his parole of honour to proceed to Europe in a French ſhip. From Tellicherry we proceeded to Anjengo, which was the *laſt port in India* that we were to touch at. Juſt before we ſailed from the Malabar coaſt, Capt. Dewar informed me, that Governor Crommelin had deſired him to acquaint me, that he had now no objections to my eating at his table; by which I underſtood the reaſon of his objecting before to have been for fear of diſobliging Lord Clive. As therefore I was not at all pleaſed with my ſituation, I purchaſed the privilege of the Captain's table for one hundred pounds ſterling. We proceeded to St. Helena, which we again left on the —— May 1767, and ſet ſail for England.

(Signed) VERNON DUFFIELD.

Thus

Thus far proceeds the original narrative of Mr. Duffield. After his arrival in England, thus ruined, and low in finances, he found himſelf unable to proſecute his oppreſſors with effect, or even with any proſpect of ſatisfaction, in any degree adequate. He therefore thought it beſt to go back to Bengal in the beſt manner practicable, to ſave as much as he could of his diſperſed fortune, before it was too late: and for that purpoſe, we are informed, proceeded in a foreign ſhip to a foreign ſettlement; where, whatever other diſadvantages he may labour under, he will certainly be allowed the exerciſe of his own induſtry, and to live, unmoleſted, to proſecute any mercantile or other profeſſion, or trade; advantages which, to the ſhame of this nation be it ſpoken, HE COULD NOT, AS A BRITISH SUBJECT, EXPECT TO ENJOY IN A BRITISH SETTLEMENT.

N° XXXII.

A NARRATIVE of the Caſes of Mr. JAMES NICOL and Mr. THOMAS DAVIE of BENGAL, abridged from their own original Narratives.

Mr. James Nicol, formerly an officer, in the ſervice of the Eaſt India Company, reſigned that ſervice by permiſſion of his ſuperiors, who accepted his reſignation ſome time in May 1766.

He reſided afterwards in different parts of Bengal, as a private merchant; and in December 1766, went into the country of the Nabob Sujah al Dowlah, to ſettle there as a merchant, recover his debts, and ſettle his affairs then depending there; having firſt received the particular permiſſion of that Prince, who had contracted a friendſhip for him during his military ſervice.

On the 27th December 1766, Colonel Richard Smith being arrived at Banâras, a city in the dominions of that Nabob, 600 miles from Calcutta, where Mr. Nicol then was, he ſent Mr. Nicol a peremptory order by one Lieutenant Delafield to leave Banâras in twenty-four hours, on which Mr. Nicol wrote the following letter.

"To Colonel Richard Smith.

"SIR,

"I am informed by Mr. Delafield, that it is your intention I ſhall "not remain in this city. I beg leave, Sir, to repreſent to you, that "the reaſon of my coming up the country is to collect in ſome money

" which I have out at intereſt, and which without my preſence will " not be paid. It will be a great detriment to me, if I am prevented " from ſo doing, and very likely prove the loſs of a great part. I per- " ſuade myſelf, Sir, it is not your intention to prejudice me in the " ſmall fortune I have got during ſeven years abode in India; and that " you will not obſtruct me in proſecution of my plan, of which I " have General Carnac's tacit approbation. I have the honour to be,

" SIR,

" Your moſt obedient

" and moſt humble ſervant,

" Banâras, the 27th Dec. 1766. (Signed) *JAMES NICOL.*"

On receipt of this, the Colonel was graciouſly pleaſed to indulge Mr. Nicol with a longer time, and ſent Captain Gabriel Harper to inform him, he might ſtay forty-eight hours longer; but if he did not then go, force afterwards would be uſed.

Mr. Nicol accordingly quitted Banâras, and went upon his buſineſs into other parts of the country belonging to Sujah al Dowlah; and particularly to Fyſabâd, where the Nabob reſided, having repeatedly received permiſſion, in letters from that Prince, to ſettle there as a merchant.

After being ſome months ſettled there, upon finding that Sir Robert Barker had received orders from Calcutta to ſeize and ſend him down, Mr. Nicol waited upon the Nabob at his palace at Fyſabâd, who there ſhewed him a letter from Governor Verelſt, informing the Nabob, that Mr. Nicol being no ſervant of the Company's, muſt be ſent home to England, therefore deſiring the Nabob would permit the Company's troops to take him priſoner.

It is impoſſible to deſcribe the uneaſineſs which this demand gave the Nabob, who obſerved to Mr. Nicol, " that it made him appear ſmall " and contemptible in the eyes of his ſubjects *, and ſerved to weaken " their allegiance." Applications however continued to be made with the

* Such extreme perſecution of people who had been guilty of no real crime, but who had perhaps acted ſomewhat raſhly, muſt be conſidered, by impartial men, as a diſgrace even to manhood, as well as to government. There is a reciprocal convenience in all conditions for ſervice; and all parties will naturally have a regard for their own. The conditions were firſt altered on the ſide of the Company, and for their particular convenience, which ſhould be conſidered as the firſt diſſolution of the mutual tie. The officers, who were engaged for no ſtipulated time, were by the Company's firſt altering conditions, certainly left at their liberty to determine whether they

the greateſt importunity to the Nabob; and at laſt, without his conſent †, Captain Hill ſent two parties of ſeapoys to ſurround a gentleman's houſe, in which Mr. Nicol reſided. Mr. Nicol, who knew ſuch proceedings gave the Nabob great uneaſineſs, and foreſaw they might occaſion ill uſage to himſelf, ſent to inform the Nabob, that he was reſolved to go immediately to Sir Robert Barker, who commanded the brigade, then at Illahabad. The Nabob, as a proof of his conſent to Mr. Nicol's reſiding at Fyſabâd, and in order, if poſſible, to wipe off the ſtain which this proceeding had thrown on his government in the eyes of his ſubjects, immediately reſolved to go himſelf to Illahabad, and endeavour to obtain leave from Sir Robert Barker for Mr. Nicol to remain in the dominions he appears to govern; and he accordingly very publicly accompanied Mr. Nicol to Illahabad, which is about ninety miles from his own court.

The Nabob failed in his application; and Sir Robert Barker acquainted Mr. Nicol, that having received an order from the Governor and Council of Calcutta for that purpoſe, he ſhould ſend him down thither within three days under a guard.

Upon this the Nabob wrote a letter, dated the 12th March 1767, to Governor Verelſt, from which the following is an extract: "The affair "of Captain Nicol is this: When he was ſtationed with me," (in his military capacity) "I entertained an attachment to him, and was well "ſatisfied with his behaviour. General Carnac alſo recommended him "in the ſtrongeſt manner to me. He came to Gorrockpore to collect "money which he had lent to Fazel Ally Khawn; from thence he "came to ſee me, and requeſted a perwanah for carrying on trade. Out "of regard to General Carnac's recommendation, and for the friend-"ſhip I formerly bore him, I iſſued an order permitting him to trade, "and I appointed a houſe for his reſidence: at which time I received "letters from you and Colonel Sir Robert Barker, acquainting me "Mr. Nicol is no ſervant of the Company's, nor have any orders been

they would, or not, accept of the new ones. If they reſigned their commiſſions, they violated no law, either of the land, honour, or juſtice; nor were they guilty of ingratitude to thoſe who had firſt leſſened their emoluments; and they were beſides, in their ſituation, the firſt injured and moſt ſuffering party; therefore the perſecuting of them for what they had a right to do, was a practice of great cruelty, malice, and baſeneſs; and what was juſtly deſerving of general abhorrence.

† It is exceſſively impolitic ſo to act as to let a maſk of policy be ſeen through, and eſpecially when the doing it proves diſguſtful to a needful tool; for, when the Company make their own farce appear deſpicable, it will no longer ſerve their turn, either at home or in Aſia. But with regard to the Nabob, they ſhould have the wiſdom to conſider, that the very exerciſe of mock authority is ſufficiently mortifiying, eſpecially in countries that are characteriſtically proud. They ſhould be aware of linking the ſenſe of inſulted greatneſs, with the feelings of oppreſſed induſtry.

" received from them for his ſtaying in Hindoſtan, and that you ſhould " ſend him to Europe.

" As there is no difference between us, and I never can deviate from " your order, but wiſh to obey the Company in preference to any " Chiefs whatever, I went to Colonel Barker at Illahabad, carrying " Captain Nicol with me, whom I gave up to Colonel Barker, and he " is now on his way to you. Out of regard to our friendſhip, it is " proper that, for my ſatisfaction, you ſuffer this gentleman to remain " two or three years in Calcutta, and grant him a licence for carrying " on trade, that by means thereof he may acquire ſome money, when " he will go to Europe. And without doubt, out of the ſtrict friend- " ſhip between you and me, you will act accordingly as I have written, " and keep him in Calcutta, becauſe I am highly pleaſed with the good " ſervice of this gentleman, and in doing this you will likewiſe give " ſatisfaction to General Carnac."

Accordingly, on the 13th March 1767, Colonel Sir Robert [illegible] ſent a party of ſeapoys to ſeize Mr. Nicol, who being ſo ſeized, was put into a boat, and, notwithſtanding all his remonſtrances, and repreſentations that his fortune and effects were diſperſed about the country, without any perſon to take care of them, he was thus carried down the river under a guard with fixed bayonets to the Company's fort at Mongheer, where Colonel Joſeph Peach had received orders from Governor Verelſt to detain Mr. Nicol under confinement. He was there accordingly confined, expoſed to a contagious diſtemper which then raged in the Fort, and to all the inſolence and ill treatment of black ſeapoys, one of whom followed him wherever he went, with a drawn ſword, as many perſons can atteſt, particulary Captain George Knot and Patrick Duff, and Lieutenants Guinett and Ramſay, officers then in the ſaid ſervice, until the 1ſt September 1767, when he was again marched under a guard to a boat, and carried to Calcutta, where he arrived on the 9th; but was kept aboard the boat, cloſe to the ſhore, in imminent danger of his life from the baâns *, till the 12th September 1767; when he was ordered by Mr. Verelſt into the New Fort. Being now arrived within the diſtricts of the Company's charter of juſtice, Mr. Nicol ap-

* Upon the influx of ſpring tides into the Ganges, there is a fair conteſt between the ſea and the river. When the ſea has overpowered the torrent of the Ganges, it riſes over the level of the freſh water, and ruſhes in with the greateſt rapidity and violence in large waves on each ſide the river, for many miles above Calcutta. There is at this time no ſecurity for boats but by getting them into the middle of the river, which the roaring of the waves, being heard at a great diſtance, gives the diligent boatman ſufficient time to effect. This is what the natives of Bengal call Baân.

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plied to an attorney at law for assistance, who, after three days deliberation, wrote to Mr. Nicol, as follows.

"SIR,

"The cause of your confinement I am an entire stranger to, but do "imagine the Mayor's Court, to which I belong, cannot take any cog- "nizance thereof. The method that has been taken for redress here "by gentlemen in your situation, was by protest from the notary "public. I am,

"SIR,

"Your most obedient servant,

"12th Sept. 1767, Calcutta. Wm ATKINSON."

The perusal of this letter occasioned the following being written by Mr. Nicol:

"To the Honourable Harry Verelst, Esquire, President, &c. Council "of Fort William.

"GENTLEMEN,

"I beg leave to inform you, that in March last I was settled as a "merchant, in the Vizier Nabob, Sujah al Dowlah's country, (your "ally) whose authority I had, when I was informed that you had wrote "to the Vizier, to allow your troops to make me a prisoner: on which "I wrote to Colonel Sir Robert Barker, the commanding officer of your "troops at Illahabad, of which letter you have a copy inclosed.

"I considered how soon an affair of this kind ought to be brought "to a hearing, and that I might not be the occasion of a misunder- "standing between you, gentlemen, and one of your allies, I informed "the Vizier Nabob Sujah al Dowlah, that I had come to the resolution "of not waiting for Sir Robert Barker's answer, but of setting out im- "mediately for Illahabad; who replied, that if I had resolved on it, "he would accompany me thither, and get Colonel Barker's leave for "me to remain there, till he had wrote you on the subject. But, to "my great surprize, Sir Robert Barker made me a prisoner on my ar- "rival, and informed me, gentlemen, that it was by your order; and "that he must send me down in three days, which he did, under a "guard of seapoys with fixed bayonets, who carried me to Mongheer "Fort. There I was a prisoner from the 2d April to the 1st September; "when I was by the Brigade-major carried out of my house by a

" guard of ſeapoys with fixed bayonets, and delivered over to Lieu-
" tenant Brown, who brought me down with a party of ſeapoys, and
" delivered me over, on the 12th September, to Mr. Cook, their Fort-
" adjutant, where I am now confined, without any legal cauſe aſ-
" ſigned. I have only one word more, gentlemen, and I have done,
" which is, that it appears very extraordinary to me, that I ſhould be
" confined upwards of ſix months without having a hearing; and that
" if I had been ſent from Mongheer ten days ſooner, *I ſhould have* been
" here in time to have been tried at the quarter ſeſſions.

" But you are too ſenſible, gentlemen, that you have nothing to
" alledge againſt me which I am aſhamed of, or you can make a plea
" of for my impriſonment. I beg the favour of your anſwer, and re-
" main with reſpect,

" GENTLEMEN,

" Your moſt humble ſervant,

" From my priſon, New Fort William,
" the 13th Sept. 1767." (Signed) " JAMES NICOL."

Mr. Nicol could obtain no ſatisfaction whatever. But on the 16th September 1767, the following letter, from the Governor and Council of Calcutta, was delivered to him by Lieutenant Cook, the Fort-adjutant.

" To Mr. James Nicol.

" SIR,

" I am directed by the Honourable the Preſident and Council to ac-
" quaint you that they inſiſt on your embarking on The Lord Holland
" for Europe, *in conſequence of the part you acted in the late aſſociation,*
" *and your behaviour ſince*; that Captain Nairne has an order to receive
" you on board, with your neceſſaries; and alſo that he has been paid
" 30l. ſterling, in order to ſupply you with freſh proviſions during
" the voyage. I am,

" SIR,

" Your moſt obedient ſervant,

" Fort-William, the 14th
" Sept. 1767." SIMEON DROZ, ſecretary."

This was the firſt formal notice Mr. Nicol had ever received of any accuſation of miſbehaviour, having been ignorant and innocent of any:

and it was the firſt notice he had ever received to quit India. It was therefore one among the many ſtrong inſtances that have been given of the ſummary way of adminiſtering juſtice, which has of late been adopted in Calcutta, viz. by condemning and puniſhing firſt, and then informing the parties what it is for, but taking care to afford them no opportunities for proving their innocence, and eſcaping the higheſt injuries.

Mr. THOMAS DAVIE went out to the Eaſt Indies in the month of February 1762, licenſed by the Company as a free mariner, who (as we have ſeen in our 10th chapter) at that time went out licenſed, for an unlimited time, to reſide and trade in all parts of India within the Company's limits, upon only giving ſecurity in 500l. not to become chargeable to the Company.

Upon the commencement of the troubles with Coſſim Ally Khawn, he entered into the military ſervice of the Company. On the 12th January 1764, he was promoted to the ſtation of an Enſign; and on the 26th February 1765, he was further advanced to the rank of Lieutenant. This commiſſion he reſigned; and the reſignation was formally accepted, as will appear by the following letter.

"To Mr. Thomas Davie, at Burdwan.

"SIR, Chuprah, the 21ſt June 1766.

"I this day received your letter of the 16th May, and immediately "communicated the contents to Lord Clive. His Lordſhip directs me "to acquaint you, that ſince you have thought proper to reſign your "commiſſion, you are no longer to be conſidered as in the ſervice, "and are therefore immediately to repair to Calcutta.

"I am, SIR,

"Your moſt obedient, humble ſervant,

(Signed) "HENRY STRACHEY, ſecretary."

Mr. Davie in obedience to his Lordſhip's order repaired to Calcutta, but was never informed of any particular buſineſs his Lordſhip had for him there; and being relieved from all military engagements, upon the ſtrength of his original licence, he continued to reſide there, and in other different parts of Hindoſtan, as a private merchant, in which ſituation he continued many months unmoleſted, peaceably and ſtrictly complying

complying with the laws of the community wherever he reſided. His buſineſs having called him to Illahabad, on the 9th of March 1767, he was there ſuddenly ſeized by a party of ſeapoys detached from the brigade of the Engliſh army, then at that city, under the command of Colonel Sir Robert Barker, from whence he was carried to Patna, and thence to Mongheer. After being there confined for near three months, without any reaſon being alledged for it, he was then conveyed in company with Mr. James Nicol to Calcutta, where he arrived on the 9th September 1767, and continued impriſoned in company with Mr. Nicol.

While he thus continued under guard, he received the following letter.

" To Mr. Thomas Davie.

" SIR,

" I am directed by the Honourable the Preſident and Council to acquaint you, that they inſiſt upon your embarking on board The Lord Holland for Europe, *in conſequence of the part you acted in the late aſſociation*, AND YOUR MISBEHAVIOUR SINCE; that Captain Nairne has an order to receive you on board with your neceſſaries, and alſo that he has been paid the ſum of 30 l. ſterling, in order to ſupply you with freſh proviſions during the voyage. I am, Sir,

" Your moſt obedient ſervant,

" Fort William, the 10th Sept. 1767. SIMEON DROZ, ſecretary."

Mr. Davie had never been prohibited from trade, admitting that the Company even poſſeſſed that power, neither had he ever been informed, that his reſidence or even any part of his trade were injurious or incovenient to the Company. This was, moreover, the firſt information he had ever received of any miſbehaviour, of which he was totally ignorant, and the firſt notice he had had for leaving India.

Theſe two gentlemen were continued in priſon together: and on the 17th September 1767, the Serjeant-major delivered an order to the Serjeant of their guard, from Captain Frederick Thomas Smith, the Town-major, not to ſuffer them to go out of their own room on any account whatever, except to the neceſſary-houſe; the centinels were at the ſame time ordered to be removed to the inſide of their priſon.

During the time theſe perſecuted gentlemen were ſuffering ſuch hardſhips, a humane gentleman, then Adjutant of the artillery in the Company's ſervice, named Bonny, and who had done them ſome acts of kindneſs,

kindneſs, was ſent for by the Town-major, who ſeverely reprimanded him for it, and told him, that were the Preſident to know what he had done, the probable conſequence would be his diſmiſſion from the ſervice.

In the night of the 18th September 1767, Lieutenant George Brown went with a party of ſoldiers, and by order of the Governor ſeized the priſoners, forced them into a boat, and afterwards put them on board a ſloop, carried them down the river, and kept them confined on board in a miſerable ſituation, till the 12th October 1767, when they were forced * on board The Lord Holland Indiaman, Capt. Nairne; who, from motives of prudence, refuſed to receive or keep them as priſoners on board his ſhip.

Upon Captain Nairne's ordering Lieutenant Brown and his ſeapoys from off his deck, the Lieutenant found himſelf neceſſitated likewiſe to take his priſoners with him into the ſloop, where Mr. Nicol fell dangerouſly ill of a † bucka fever. Had he died, he would probably have been thrown overboard, as food for the alligators, and all his complaints would have ſunk into oblivion with him. But his miſeries were not to end here. The priſoners were conveyed back to their confinement at Calcutta ‡, where the diſorder of Mr. Nicol continued to in-

* Theſe gentlemen reſigned their commiſſions in May 1766, and their reſignations were accepted. They were afterwards left unmoleſted to follow their lawful trade in different parts of Hindoſtan, which trade was not, in any reſpect, injurious to the Company. Nevertheleſs, without any previous notice, they were to be forcibly ſent to England, upon an illegal accuſation of a pretended offence committed ſixteen months before, and for which they were in no ſhape called to any account, when others were ſo ſeized and tranſported. The ſtrong deſire of the ruling party in Bengal to get theſe gentlemen from India will appear from the following letter of the Governor's to the officer who had charge of them:

"To Lieutenant Brown.

"SIR,

"I have received your letter of the 7th inſtant. My orders to you were, to keep Meſſrs. Nicol "and Davie under your particular cuſtody, until Capt. Nairne ſhould have come on board The "Lord Holland with his diſpatches from us for England, and that you ſhould then embark them "thereon as paſſengers. He has already left Calcutta, and I hope this conduct has been obſerved "by you. If this ſhould reach you in time, the only direction I have farther to give you is to "take proper care, that neither of thoſe gentlemen quit the ſhip and attempt a paſſage back "to Calcutta upon any returning ſhip or veſſel.

"I am, SIR,

"Your moſt obedient, humble ſervant,

"Fort William, the 10th Oct. 1767. (Signed) HARRY VERELST."

‡ A putrid fever ſo called, it is generally fatal, and ſometimes carries perſons off in twenty-four hours.

† Surely ſuch ſeverities, from ſuch cauſes, muſt ſerve to remind every reader of the tyranny and cruelty of Baſtiles and Inquiſitions, and of the treatment of unhappy captives by barbarous nations.

creaſe:

creaſe: and on the ſurgeon's repreſentation of his danger to Mr. Verelſt, both priſoners were enlarged on their parole of plighted honour, not to quit Calcutta without the Governor's permiſſion, and to embrace the firſt good occaſion of their going to Europe.

When Mr. Nicol had ſo far recovered his health as to be able to walk out with the ſurgeon's permiſſion, he went to Mr. Richard Whittall, another attorney of the Mayor's Court, to conſult with him on the means proper to be uſed for obtaining juſtice for the injuries he had received from the Preſident and Council of Calcutta; who told him no redreſs was to be expected in India; *that no* § *attorney dared to act for him*, and that all he could do, was to lay a ſtate of his wrongs before a Notary Public, and deſire him to frame a proteſt againſt the perſons who had injured him. He accordingly went to Mr. John Holme, the only Notary Public there, who repeatedly declined it, from a fear, as he ſaid, of incurring the diſpleaſure of the Governor and Council. Mr. Nicol then ſought to get ſome perſon to go with him, to ſerve as a witneſs of Mr. Holme's refuſal: but ſo great and general was the dread of diſpleaſing the Governor and Council, that no perſon whom he applied to would grant his requeſt. At laſt Mr. Nicol took his fellow-priſoner with him, and in his preſence demanded again of the Notary Public the diſcharge of his duty. But he continued to refuſe the drawing up of a proteſt, or even the regiſtering of one that was previouſly prepared and preſented to him for that purpoſe; nay at laſt told Mr. Nicol, If he thought himſelf injured, he might go to England, and ſue for redreſs in the Court of King's Bench *.

Mr. Nicol, by petition, then complained to the Mayor's Court, repreſenting that he had applied to all the attornies of that court, but finding himſelf unable to obtain juſtice in Calcutta, and being informed that a proteſt, duly authenticated by a Notary Public, was the only voucher of authority he could carry with him to England, of his having endeavoured in vain to obtain juſtice in India, he had made repeated applications to Mr. John Holme for that purpoſe, who was the only Notary or Regiſter in Calcutta, who had conſtantly refuſed either to note, regiſter, or authenticate any ſuch inſtrument. The atteſting affidavit of Mr. Thomas Davie was prefixed to this petition, and being read by Mr. Thomas Woodward then Mayor, and the Aldermen on the bench,

§ The ſtate of juſtice cannot be on a worſe footing either in Tartary or Barbary.

* To very little purpoſe can actions be commenced in the King's Bench, whilſt ſuch inſurmountable difficulties are ſuffered to occur in the procuring of Evidence from India; where ſuch deſpotiſm is eſtabliſhed, as may be ſuppoſed to operate irreſiſtibly on the ſide of oppreſſion.

they

they informed Mr. Nicol, that it was a matter that did not fall properly within their cognizance, nor could they oblige Mr. Holme to draw out the proteſt; but they ſaid, he could not in juſtice refuſe doing it.

However, at laſt Mr. Holme did conſent to note the proteſt, which after all, when obtained, could be of little ſervice to Mr. Nicol, as it would be of no avail in any court of law in England. The priſoners ſoon afterwards redeemed their pledged honour, by informing the Governor of their deſign to embark for England, which they put in execution on the 18th December 1767, after ſuffering long impriſonments, being much injured in their fortunes, having their views in life blaſted, (and Mr. Nicol in particular with a conſtitution much impaired) to wait, in England, the arrival of their oppreſſors from India, and perhaps the more precarious iſſues of tedious ſuits at law, in which the moſt eſſential proofs of injuries can only be had from India, where their oppreſſors act as magiſtrates, as judges, and as ſovereigns; ſo that, in ſpite of all laws in being, their very obtaining of evidence may be effectually prevented, though applied for by a commiſſion iſſued from any court of this kingdom.

Nº XXXIII.

The caſe of JOHN NEVILL PARKER, Eſquire, of Bengal; with Sir Fletcher Norton's opinion thereon.

John Nevill Parker, Eſquire, a Lieutenant in the King's ſervice, on the 5th March 1764, obtained, with his Majeſty's permiſſion, a commiſſion from the Company, as captain of foot, having enliſted and carried over with him to India a company of an hundred and ten men.

He reſigned his commiſſion on account of the reduction of camp allowance, taken notice of in the foregoing caſes, called Batta, and, on the 18th May 1766, he was permitted by Major Smith to quit the army. Notwithſtanding which, it was afterwards pretended that he was ſtill a military man: and, on the 5th of June 1766, when engaged on his own private buſineſs, he was ſuddenly ſeized at Banaras, in the juriſdiction of the Nabob Sujah al Dowlah, by an order from Colonel Richard Smith, where he was ignominiouſly dragged through the ſtreets, and then cloſe confined. He was conducted thence to Chuprah, where he arrived on the 14th June 1766, and on the 16th of the ſame month he arrived at Patna. He was then carried to a building named Chehel-Setoon, and confined in an almoſt inſupportable hole;

and on the 16th September 1766, he was ſummoned to attend a court-martial; where he was informed his former reſignation was now deemed mutiny, for which he was to be tried.

Captain Parker objected to the authority of the court, inſiſting that he had never entered into any contract or agreement with the Eaſt India Company, to ſerve them for any fixed time; that he had reſigned their employ in the beginning of May laſt, had not been muſtered for ſome months before, nor had he received any pay ſince the preceding month of April.

The following is a copy of Captain Parker's proteſt, delivered to the Court on the 17th September 1766.

" *Gentlemen, Preſident and Members,*

" I am aſtoniſhed when I reflect on the ignominious treatment I have " endured, and am more particularly ſurprized at being oppreſſed by " thoſe whoſe ſphere it is to protect the ſubject, ſupport the glorious " conſtitution of England, and exert as well as cheriſh its laws. But " when theſe juſt and laudable *motives are no longer thought worthy* " of attention, individuals *ſo far diſtant* from the ſeat of liberty, deſti- " tute of friends, intereſt, and every other ſupport, are borne down by " a torrent of perſecution, and dragged, in defiance of all laws, from " place to place, as I have moſt injuriouſly experienced.

" I preſume, Gentlemen, it is neceſſary to acquaint you, that I " never entered into any *contract or agreement to ſerve the Honourable* " Company: and I did, for many obvious reaſons, reſign *their employ* " in the beginning of May laſt; neither was I muſtered for months be- " fore that time; nor have I received pay, or any other allowance, " ſince the preceding month of April; and, in confirmation thereof, " when I was, with the reſt of the late officers, *doing duty in the gar-* " riſon of Illahabad, Major *Smith, the commanding officer*, on the " 15th May laſt, ſummoned us, and publiſhed a letter ſent him by Co- " lonel Smith from the Right Honourable the Commander in Chief, " wherein he declared, He would accept of the reſignation of all thoſe " officers who ſignified their intention of quitting the ſervice; in an- " ſwer to which, we informed Major Smith we ſhould leave the gar- " riſon on the 20th of that month, or ſooner, if we could provide our- " ſelves with boats to proceed to Calcutta. On the 17th of that month " I left Illahabad with the Major's approbation, and in a few days after " I arrived at Banaras, where I was ſeized the 5th June following, by " an order of Colonel Smith, bearing date the 1ſt of the ſame month. " I cannot ſuppoſe, Gentlemen, knowing theſe facts, which I can now

" prove,

" prove, and which are by the laws of Great Britain inſuperable ob-
" ſtacles to my being tried by a military court, that you will proceed
" further againſt me.

" The ſhocking and degrading manner of apprehending me, and
" the many inſults I have publickly ſuffered, ſo reflected on my cha-
" racter as an officer, in which ſtation I have had the honour to ſerve
" my King and Country for many years, with the approbation and ap-
" plauſe of my ſuperiors, that I determined to ſolicit a trial; and it
" was firmly my intention to have ſtood one, had I been releaſed, and
" it allowed to have been a voluntary act of mine. But ſo far was I
" from being even countenanced by his Lordſhip, or obtaining the leaſt
" mitigation of the ſeverity of my treatment, that inſults were repeat-
" ed, and I had been a priſoner forty days previous to my being or-
" dered before the laſt court-martial; and, as a farther aggravation, I
" was ſtill continued under the ſame diſagreeable circumſtances; and
" I have, all together, ſuffered this cruel and vexatious impriſonment
" three months and ten days: which are the motives that induced me
" to object to my being tried, and from which I am reſolved never to
" ſwerve as long as I am thus mal-treated. Think not, Gentlemen, that
" theſe ſentiments proceed from any apprehenſion of the conſequences
" of a trial: far from it. Conſcious of my own innocence, and having
" the higheſt opinion of the abilities, experience, and impartiality of
" every one of you, I doubt not, could you with propriety try me,
" but that I ſhould be honourably acquitted of the crime maliciouſly
" preferred againſt me,

" You have now, Gentlemen, a matter of importance to determine,
" however trivial it may appear regarding me. Yet in my caſe muſt
" be decided that of every Britiſh ſubject, who is, or may hereafter
" enter into the Honourable Company's military ſervice, and whether
" liberty in this part of the world is a ſhadow or not.

" Leſt it ſhould be imagined by any perſon that my conſent is not re-
" quiſite to try me legally, I beg leave to refer them to that recent and ſimi-
" lar inſtance of Lord George Sackville, who having reſigned his military
" employments by order of his Majeſty, afterwards ſolicited a court-
" martial, to clear his character of many imputations laid to his charge;
" which was refuſed him, on account of his having no connection with
" the army, and of courſe not being ſubject to military law. Notwith-
" ſtanding, upon his repeated application, and after the opinion of the
" judges of England had been taken, who declared he could not be
" tried by a military court, except by his own deſire and approbation,
" his Majeſty was graciouſly pleaſed to grant his requeſt.

" As I have uſed my endeavours in every part hereof to pay a proper " deference to the Court, I hope therefore I have not tranſgreſſed, or " deviated from the reſpect ſo juſtly due on all occaſions.

(Signed) " JN° NEVILL PARKER."

The Court over-ruled Capt. Parker's objections to their juriſdiction, and inſiſted he ſhould anſwer the charge, and only have *two hours* time to conſider whether he would make his defence or not.

Having been long confined, his life and character being at ſtake, and he ſtill holding a commiſſion in his Majeſty's ſervice, he undertook, under all diſadvantages, to make his defence as well as he could, and ſeveral witneſſes were examined. But the Court in a very extraordinary manner refuſed to let him examine his witneſſes to ſeveral points in his juſtification, particularly, not admitting him to prove his reſignation of the Company's ſervice. He was alſo refuſed a copy, which he demanded, of the warrant by which the court-martial was authorized to try him.

Notwithſtanding all theſe diſadvantages under which Capt. Parker laboured, the Court-martial was neceſſitated honourably to acquit him of the crime of mutiny laid to his charge. Nevertheleſs, he was ordered down to Calcutta, being near four hundred miles from Patna, after having been kept cloſe confined, in a manner the moſt ignominious, and dangerous to his health, from the 5th June to the 17th October 1766, and was in other various reſpects very illegally treated.

Sir Fletcher Norton's opinion of this caſe.

" This is a caſe under very extraordinary circumſtances; and upon " this ſtate of facts, it appears, that Mr. Parker has been very ill uſed, " and the proceedings againſt him arbitrary and oppreſſive. *But I am " not able to point out a remedy which will not be attended with many " difficulties, and the ſucceſs doubtful.* However, if Captain Parker will " run the hazard of the coſts of an action at law, which are not very " great, I think it will be adviſable for him to bring an action, for an " aſſault and falſe impriſonment, againſt Lord Clive, the Preſident, " and one or two more members of the Court-martial, and the perſons " who actually apprehended and confined him; but great care muſt " be taken in ſettling the pleadings, if any of them ſhould plead ſpe- " cially, to get proper iſſues put upon the record.

" Lincoln's-Inn, March, 17th 1768. (Signed) FLET. NORTON."

Mr. Parker thus buoyed up with an opinion that he might obtain redreſs for the long impriſonment he had ſuſtained, and his arbitrary diſmiſſion from the Company's ſervice, though acquitted by a Court-martial under all the influence which power and management might be ſuppoſed to effect, brought his action and damages againſt Lord Clive. After combating for two years all the evaſions which the ſhameful privilege of parliament then permitted Lord Clive to uſe, they were at laſt brought to a period, when he was obliged either to enter his plea of juſtification, or ſuffer judgment to be entered up againſt him. Being unable, with the aſſiſtance of half the council of England, to aſſign any juſtification that would bear a judicious examination on paper, the plaintiff was at liberty to enter up his judgment. Here again the attorney was intimidated by the privilege of parliament: and was told beſides, that unleſs his client *ſhould come into an agreement* of permitting certain papers in the India houſe, which were no legal evidence, to be read at the trial on the behalf of the defendant, and likewiſe permit the defendant to plead the general iſſue, and give the whole ſpecial matter in evidence, the court would be moved for a commiſſion to examine witneſſes in India, which would at leaſt laſt them half a dozen years. The poor oppreſſed gentleman, who had already expended all the money he had acquired; and ſeeing no end to the labours he was to undergo in obtaining a precarious redreſs in the end, under all the influence of the Eaſt India Company, which was now exerted againſt him, accordingly ſubmitted to the fatal compromiſe, without the advice of his worthy and honourable council, Mr. Dunning, who immediately foreſaw the pernicious conſequences, but notwithſtanding exerted himſelf to the laſt in reſiſting every act of power, party, corruption, and partiality, which was diſplayed to the concluſion of this proceſs. Mr. Parker was firſt nonſuited upon a point of law taken up by Lord Manſfield, upon which, however, *his lordſhip had not the good fortune* to carry the opinion of the other judges of the court. The matter was finiſhed by a kind of compromiſe, ending in a reſolution which nobody had ever controverted, namely, "that an officer in the ſervice of the "Eaſt India Company has not a right to reſign his commiſſion at all "times, and under all circumſtances whatſoever, whenever he pleaſed." Upon the trial, Mr. Parker's chief difficulty was, to prove that Lord Clive had ever known of his being under arreſt, during the five months he had been dragged about, although when in his ſickly ſituation, by his long confinement, he had been viſited by Mr. Ingham, Lord Clive's body-phyſician, living in his family on the ſpot, who had the honeſty to declare upon the trial, that he did not believe he had ever made any

report

report to Lord Clive; and although the conſtant practice of the army is, to make a daily report in writing by the officer who leaves the guard, of the number of priſoners, how long confined, and for what crimes; and that it was proved Lord Clive, the commander in chief, had reſided ſeven weeks in the place where Mr. Parker was a priſoner: yet the jury were told, and it may be preſumed rightly told, according to the maxims of common law, that there was no proof to ſhew Lord Clive knew of the plaintiff's confinement: upon which ground chiefly a verdict was found for the defendant.

N° XXXIV.

COPY of the Indenture executed by free Mariners, on their going out to India with licence from the Eaſt India Company.

This Indenture, made the day of in the year of our Lord one thouſand ſeven hundred and and in the year of the reign of our Sovereign Lord GEORGE the by the grace of God, of Great Britain, France, and Ireland, King, Defender of the Faith, and ſo forth; BETWEEN the United Company of Merchants of England trading to the Eaſt Indies, of the one part, and of mariner, of the other part. WHEREAS the ſaid United Company have, at the ſpecial requeſt and entreaty of the ſaid and upon the conditions and agreements herein contained on the part of the ſaid to be performed, licenſed and permitted the ſaid to proceed to in the Eaſt Indies, within the limits of the ſaid Company's trade, in order to provide for himſelf in the ſeafaring way, and to continue in the Eaſt Indies aforeſaid, for the term of years.

NOW THIS INDENTURE WITNESSETH, and the ſaid for himſelf, his, heirs, executors, and adminiſtrators, doth by theſe preſents covenant, promiſe, and agree, to and with the ſaid United Company, in manner following; that is to ſay, that he the ſaid from the time of his arrival at aforeſaid, for and during and unto the full end and expiration of years, ſhall and will behave and conduct himſelf, from time to time, and in all reſpects conformable to the rules, orders, and directions of the ſaid United Company, or of their Preſident and Council of their ſettlement aforeſaid. And that he the ſaid will not, directly or indirectly,

ſerve or be in any-wiſe aſſiſting to, or employed by, or for any foreign company trading in or to the Eaſt Indies, or any perſon or perſons whatſoever, who do or ſhall, during the continuance of theſe preſents, traffick, adventure, or trade to, in, or from the Eaſt Indies, or elſewhere, within the limits of the ſaid Company's trade, by or under, or by virtue of any foreign commiſſion, licence, or authority whatſoever. PROVIDED ALWAYS, and it is hereby expreſsly covenanted, declared, and agreed between the parties to theſe preſents, and it is the true intent and meaning thereof, that in caſe the ſaid ſhall make default in any of the covenants herein before contained, or ſhall, during the ſaid term of years, receive notice from the ſaid Company's Preſident and Council of their ſettlement aforeſaid, to quit the ſaid ſettlement and return to England, for any miſbehaviour by him the ſaid done or committed towards the ſaid Company, or concerning the peace and good order of the ſaid ſettlement, that then, and in either of the ſaid caſes, he the ſaid ſhall not, nor will, upon any account or pretence whatſoever, ſtay, or continue longer in the Eaſt Indies than for the ſpace of months after receiving ſuch notice, and that from and immediately after the expiration of the ſaid months, *it ſhall and may be lawful* for the ſaid Company's Preſident and Council, at the ſaid ſettlement, to cauſe the ſaid and his family to be put on board any ſhip employed by the ſaid Company, *for the purpoſe of being tranſported* to Great Britain, at the ſaid Company's expence, and in caſe of refuſal on the part of the ſaid to cauſe the ſaid *to be apprehended* and put on board ſuch ſhip, together with his family. AND FURTHER, in caſe of ſuch apprehending, putting on board, and tranſporting the ſaid and his family, in manner aforeſaid, the ſaid doth hereby covenant, promiſe, and agree to, and with the ſaid United Company, *that he the ſaid his executors or adminiſtrators, ſhall not, nor will commence, ſue, or proſecute the ſaid Company, or their Court of Directors, or any of their Preſidents and Council, Commanders, or Officers* of any ſuch ſhip, or any other perſon employed in any of the matters aforeſaid, in or by any action, ſuit, or other proſecution, civil or criminal, in reſpect of ſuch apprehending him the ſaid or of putting on board and tranſporting him the ſaid and his family to Great Britain in manner aforeſaid. And in caſe any ſuch action, ſuit, or proſecution ſhall be commenced or proſecuted for any of the matters aforeſaid, the ſaid doth hereby covenant and agree to and with the ſaid Company, *that the general iſſue may be pleaded, and this indenture,*

indenture, or any other ſpecial matter may be given in evidence, by all or any of the defendants, in any ſuch ſuit, action, or proſecution, in bar, diſcharge, and defence thereof; any thing in theſe preſents contained to the contrary thereof notwithſtanding. And the ſaid United Company do hereby for themſelves and their ſucceſſors, covenant, promiſe, and agree, to and with the ſaid that he the ſaid truly and faithfully obſerving, fulfilling and keeping the ſeveral covenants and agreements herein expreſſed and contained, on his part to be obſerved, fulfilled, and kept, ſhall and *may peaceably and quietly trade and traffick in* the Eaſt Indies aforeſaid, in the capacity of a free mariner, and ſhall enjoy the ſaid Company's protection. AND LASTLY, it is hereby covenanted, concluded, and agreed by and between the ſaid parties hereto, that if the ſaid ſhall be permitted to continue in the Eaſt Indies, in the quality or capacity of a free mariner, after the expiration of the ſaid term of years hereby ſtipulated, that then ſuch the continuance and trading there of the ſaid ſhall be upon the ſame terms, conditions, covenants, and agreements as are herein before expreſſed and contained on his part, during the term herein mentioned, and not otherwiſe. IN WITNESS whereof to one part of this indenture the ſaid hath put his hand and ſeal, and to the other part thereof the ſaid United Company have cauſed their common ſeal to be affixed, the day and year above-written.

Sealed and delivered (being firſt duly ſtamped) in the preſence of

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N° XXXV.

COPY of the Indenture executed by the Eaſt India Company's civil, or covenanted Servants; whereby they engage not to receive from the Country Princes in India any preſents in money, jewels, lands, revenues, or other effects, but ſuch as are permitted by the ſaid Company.

This Indenture, made the day of in the year of the reign of our Sovereign Lord by the Grace of God, King of Great Britain, France, and Ireland, Defender of the Faith, and ſo forth, and in the year of our Lord one thouſand ſeven

n hundred and seventy BETWEEN
of the one part, and the United Company of Merchants of England, trading to the East Indies, of the other part: WHEREAS the said is now employed in the service of the said United Company as one of their , at their chief settlement in the East Indies, NOW THIS INDENTURE WITNESSETH, and the said in compliance with a resolution of a General Court of the said United Company, and for and in consideration of what he is or shall be intitled to receive from the said Company in respect of his said service, or in respect of any other station, capacity, or employment in which the said may hereafter be retained or employed by the said United Company, or their Court of Directors, DOTH hereby for himself, his heirs, executors, and administrators, covenant, promise, and agree to and with the said United Company, that he the said shall not, nor will at any time or times hereafter, during his being employed in the said Company's service, in any station or capacity whatsoever, either by himself or by any other person or persons whomsoever, in trust for him, or for his use, directly or indirectly, accept, take, or receive, or agree to accept, take, or receive any gift or grant of lands, or rents or revenues issuing out of lands, or any territorial possession, jurisdiction, dominion, power or authority whatsoever, from any of the Indian Princes, Sovereigns, Subahs, or Nabobs, or any of their ministers, servants, or agents, for any service or services, or upon any account or pretence whatsoever, without the licence or consent of the Court of Directors for the time being of the said United Company, signified under their hands; nor shall or will, at any time or times hereafter, during his being employed in the said United Company's service, in any station or capacity whatsoever, either by himself or any other person or persons whomsoever, in trust for him or for his use, directly or indirectly, accept, take, or receive, or agree to accept, take, or receive any gift, reward, gratuity, allowance, donation, or compensation, in money, effects, jewels, or otherwise howsoever, from any of the Indian Princes, Sovereigns, Subahs, or Nabobs, or any of their ministers, servants, or agents, exceeding the value of *four thousand rupees*, for any service or services performed or to be performed by the said in India, or upon any other account or pretence whatsoever, without the like licence or consent of the said Court of Directors of the said United Company, signified as aforesaid; nor any such reward, gratuity, allowance, donation, or compensation, exceeding the value of *one thousand rupees*, and under the value of *four thousand rupees*, without the licence or

conſent of the Preſident and Council for the time being of the pre dency or ſettlement where the ſaid ſhall be employed, and that he ſaid ſhall and will convey, aſſign, and make over to the ſaid United Company, for their ſole and proper uſe and benefit, all and every ſuch gift or grants of lands, or rents or revenue iſſuing out of lands, or any ſuch territorial poſſeſſion, juriſdiction, dominion, power, or authority whatſoever; and alſo account for and pay to the ſaid United Company, for their ſole and proper uſe and benefit, all and every ſuch gifts, rewards, gratuities, allowances, donations, or compenſations whatſoever, which, contrary to the true intent and meaning of theſe preſents, ſhall come to the hands, poſſeſſion, or power of the ſaid or any other perſon or perſons in truſt for him, or for his uſe as aforeſaid. IN WITNESS whereof, to one part of theſe indentures the ſaid hath ſet his hand and ſeal, and to the other part thereof the ſaid United Company have cauſed their common ſeal to be put, the day and year above written.

Sealed and delivered (being firſt duly ſtamped) in the preſence of

N° XXXVI.

COPY of the Indenture of Covenants executed by gentlemen emigrating to India, in the military ſervice of the Engliſh Eaſt India Company.

This Indenture, made the Day of in the year of the reign of our Sovereign Lord by the Grace of God, King of Great *Britain*, *France*, and *Ireland*, Defender of the Faith, and ſo forth, and in the year of our Lord one thouſand ſeven hundred and BETWEEN of the one part, and the United Company of Merchants of England, trading to the Eaſt Indies, of the other part: WHEREAS the Court of Directors for the affairs of the ſaid United Company have granted a commiſſion to the ſaid appointing him in their military forces in the Eaſt Indies, NOW THIS INDENTURE WITNESSETH, and the ſaid in compliance with a reſolution of a General Court of the ſaid United Company, and in conſideration of what he is or ſhall be entitled to receive from the ſaid Company, in reſpect

ſpect of his ſaid ſervice, or in reſpect of any other military ſtation or employment, in which the ſaid may hereafter be employed by the ſaid United Company, or their Court of Directors, DOTH hereby for himſelf, his heirs, executors, and adminiſtrators, covenant, promiſe, and agree to and with the ſaid United Company, that he the ſaid ſhall not, nor will at any time or times hereafter during his being employed in the ſaid Company's ſervice, in any ſtation or capacity whatſoever, either by himſelf or by any other perſon or perſons whomſoever in truſt for him or for his uſe, directly or indirectly, accept, take, or receive, or agree to accept, take, or receive any gift or grant of lands, or rents for revenues iſſuing out of lands, or any territorial poſſeſſion, juriſdiction, dominion, power, or authority whatſoever, from any of the Indian Princes, Sovereigns, Subahs, or Nabobs, or any of their miniſters, ſervants, or agents, for any ſervice or ſervices, or upon any account or pretence whatſoever, without the licence or conſent of the Court of Directors for the time being of the ſaid United Company, ſignified under their hands; nor ſhall or will, at any time or times hereafter during his being employed in the ſaid United Company's ſervice, in any ſtation or capacity whatſoever, either by himſelf or any other perſon or perſons whomſoever in truſt for him or for his uſe, directly or indirectly, accept, take, or receive, or agree to accept, take, or receive any gift, reward, gratuity, allowance, donation, or compenſation, in money, effects, jewels, or otherwiſe howſoever, from any of the Indian Princes, Sovereigns, Subahs, or Nabobs, or any of their miniſters, ſervants, or agents, exceeding the value of *four thouſand rupees*, for any ſervice or ſervices performed or to be performed by the ſaid in India, or upon any other account or pretence whatſoever, without the like licence or conſent of the ſaid Court of Directors of the ſain United Company, ſignified as aforeſaid; nor any ſuch reward, gratuity, allowance, donation, or compenſation, exceeding the value of *one thouſand rupees*, and under the value of *four thouſand rupees*, without the licence or conſent of the ſaid Preſident and Council for the time being of the preſidency or ſettlement where the ſaid ſhall be employed; and that he the ſaid ſhall and will convey, aſſign, and make over to the ſaid United Company, for their ſole and proper uſe and benefit, all and every ſuch gifts or grants of lands, or rents or revenues iſſuing out of lands, or any ſuch territorial poſſeſſion, juriſdiction, dominion, power, or authority whatſoever; and alſo account for and pay to the ſaid United Company, for their ſole and proper uſe and benefit, all and every ſuch gifts, rewards, gratuities, allowances, donations, or compenſations whatſoever,

which, contrary to the true intent and meaning of theſe preſents, ſh
come to the hands, poſſeſſion, or power of the ſaid
any other perſon or perſons in truſt for him, or for his uſe as aforeſaid;
PROVIDED always, that nothing herein contained ſhall hinder or pre-
vent, or be deemed, taken, or conſtrued to hinder or prevent the ſai
from accepting or receiving a ſhare or proportion,
in reſpect of his military poſt or ſtation, of any gift, gratuity, or do-
nation, in money or effects, which any Indian Prince, Sovereign, Suba,
or Nabob, ſhall or may in time of extreme danger, neceſſity, or eme-
gency, give or beſtow on any of the military officers or forces of th
ſaid United Company, provided ſuch gift, gratuity, or donation be with
the privity and conſent of the Governor and Council of the presidency
or ſettlement where the ſaid ſhall be employed;
and not otherwiſe: and provided alſo, that the ſame be not obtained
or exacted by compulſion, or by *way of bargain or contract* for any ſer-
vice or ſervices performed or to be performed; PROVIDED alſo, that no
Governor or Preſident of any of the ſaid United Company's ſettlements
in India ſhall, by virtue of his commiſſion from the ſaid United Com-
pany, be authorized or intitled to accept or receive any part, ſhare, or
proportion of any ſuch gift, gratuity, or donation as is mentioned in
the proviſo herein before contained. AND THIS INDENTURE FURTHER
WITNESSETH, and the ſaid doth hereby covenant, con-
ſent, and agree, to and with the ſaid United Company that in caſe the
ſaid ſhall be diſmiſſed the ſaid United Company's mili-
tary ſervice, by ſentence of court-martial, or by a reſolution or order of
the Company's Preſident and Council of ſuch ſettlement where the ſaid
ſhall ſerve or be, or if the ſaid
ſhall otherwiſe legally quit the ſaid Company's military ſervice, that then,
and in any or either of the ſaid caſes, it ſhall be lawful to and for the
ſaid United Company's ſaid Preſident and Council, at any time after the
expiration of ſix calendar months next following ſuch diſmiſſion from or
quitting the ſaid Company's military ſervice as aforeſaid, *to carry and
tranſport* the ſaid at the expence of the ſaid Company to
Great Britain, in ſuch ſhip employed in the ſaid Company's ſervice as
the ſaid Preſident and Council ſhall for that purpoſe appoint. And in
caſe the ſaid ſhall neglect or refuſe to repair
or go on board ſuch ſhip as aforeſaid, by the ſpace of *ten days* after notice
ſhall be given him ſo to do, by order of the ſaid Preſident and Council,
then and in ſuch caſe, it ſhall be lawful for the ſaid Preſident and
Council, and *they are hereby fully authorized and empowered to cauſe the
ſaid to be apprehended and detained, and to put him*

ard such ship as aforesaid, for the purpose of being carried and trans-
l to Great Britain, so nevertheless, that no unnecessary delay be
t, nor any fit occasion or opportunity lost, in so detaining or put-
ting on board the said . And further, in case of such
prehending, putting on board, and transporting the said
in manner aforesaid, the said doth hereby
covenant, promise, and agree, to and with the said United Company,
that he the said *his executors or administrators, shall*
not nor will commence, sue, or prosecute the said United Company or their
Court of Directors, or any of their Presidents and Council, Commanders or
Officers of any such ships, or any other person employed in any of the
matters aforesaid, in or by any action, suit, or other prosecution, civil
or criminal, in respect of such apprehending him the said
or of putting him on board and transporting him the said
to Great Britain, in manner aforesaid. And in case any such
action, suit, or prosecution shall be commenced, sued, or prosecuted,
for any of the matters aforesaid, the said doth hereby
covenant and agree, to and with the said Company, that *the general*
issue may be pleaded, and this present indenture, or any other special mat-
ter, may be given in evidence, by any of the defendants in any such suit,
action, or prosecution, in bar, discharge, and defence thereof; any
thing in these presents contained to the contrary thereof in any-wise not-
withstanding. In Witness whereof, to one part of this indenture the
said hath put his hand and seal, and to the other
part thereof the said United Company have caused their common seal to
be affixed, the day and year above-written.

Sealed and delivered (being first
duly stamped) in the presence of

No XXXVII.

COPY of a Letter from *Francis Sykes,* Esquire, Resident *at the Durbar,* to the *Secret Committee* at Calcutta. Dated the 24th July 1765.

" To William Brightwell Sumner, Esquire, &c. Gentlemen of the
" Select Committee.

" GENTLEMEN,

" By the great, sudden fall of rain, and the rapidity of the river, I
" have been prevented from arriving here till yesterday: I shall di-
" rectly

" rectly proceed on my buſineſs with all poſſible diſpatch, and you may
" depend upon it, that nothing ſhall be wanting on my part to
" the affairs which I am commiſſioned on, as well as any others which
" may fall to my management during my ſtay here, to the entire ſatis-
" faction of the Committee.

" I have had the pleaſure to receive ſeveral letters from Lord Clive
" ſince I left Calcutta, wherein his Lordſhip repreſents to me the in-
" conveniencies and difficulties *the preſent miniſters* find in carrying on
" the affairs of the government; owing to *the Nabob's* ignorance, and
" his being totally unacquainted with any kind of buſineſs whatever;
" and to obviate and effectually remove an evil of ſo dangerous a ten-
" dency, his Lordſhip recommends to me to endeavour to get the Na-
" bob to *throw the management of affairs entirely into the hands of the mi-*
" *niſters now in power*; to make over all the revenues ariſing from the
" ſubahſhip, in order *to enable us* to pay the expences of the army, diſ-
" charge the demands for reſtitution, army, &c. and for an annual
" ſtipend to the King, with other contingent expences, in conſideration
" of our paying him a ſum of about fifty lacks per annum, for his
" Horſe, Seapoys, Begum, Brother's Zenana, Houſehold charges, and
" every other expence which may attend himſelf, provided this affair
" be *ſanctified* by a *Sunnud from the King*. This undoubtedly will be
" a grand point: and to obtain it, I ſhall certainly exert my endeavours,
" as I eſteem it to be equally for *the Nabob's eaſe* and *our own intereſt*;
" for it is certain the ſhare of influence we enjoy in theſe provinces,
" however great in appearance, does not carry with it thoſe *real advan-*
" *tages* and *weighty effects* which are neceſſary, not to leave that power
" in danger of being diſputed, and failing us at a time when the Com-
" pany is in moſt want of it; beſides it will be attended with many
" further good conſequences, particularly that of effectually putting a
" ſtop to that diſſipation of revenues which hath reduced the Nabob, the
" Company, and the country, ſo frequently to a diſtreſſed condition.

" I am getting an account of the Nabob's immediate expences, in
" order to be able the better to judge what *ſtipend will be moſt ſuitable to*
" *his rank and dignity, and our honour and credit.*

" Mr. Sumner having informed me, that there was a deficiency in
" the Money paid by the Nabob into our treaſury, of about rupees
" 40,562 2 annas, I therefore acquaint you, that an order was ſent

" the

" ſev day before yeſterday for the payment of it, which I hope by this
" it is come ſafe to hand.

" I am, with the greateſt reſpect,

" GENTLEMEN,

" Your moſt obedient, humble ſervant,

" Moradbaug, the 24th
" July 1765. (Signed) " FRANCIS SYKES."

N° XXXVIII.

COPY of a Letter from *Francis Sykes*, Eſquire, Reſident *at the Durbar*, to the *Secret Committee* at Calcutta. Dated the 28th July 1765.

" To William Brightwell Sumner, Eſquire, &c. Gentlemen of the Select Committee.

" GENTLEMEN,

" I have had the pleaſure to receive your favour as late as only four " days ago, incloſing the plan for carrying on the trade of ſalt, beetle-" nut and tobacco, accompanied by ſeveral queſtions which required " to be anſwered by each member of the Select Committee ſeverally, in " order to collect their ſentiments, to enable you to proceed agreeably " thereto.

" Having replied to each query in a ſeparate paper, leaves me very " little to ſay here on the ſubject. I have included the colonels and " lieutenant-colonels in the plan, more from a deſire of removing every " ſpark of envy, and ſhewing *our diſintereſtedneſs in money matters*, " which certainly ought to be conſidered in a plan ſo extenſive as this, " more than from any claim of real right; for as the Company's cove-" nanted ſervants only are intitled to duſtucks, they certainly can be " the only perſons intitled to a ſhare in this trade; but I look upon this " as ſo great an object, that we can, without impropriety, make a vo-" luntary tender to theſe gentlemen, who are excluded from receiving " preſents, as well as the Company's covenanted ſervants.

* One of the Nabob's gardens near Murſhedabad.

" As

" As it is uncertain *what number of majors* we may have upon this " eſtabliſhment, I think, for that reaſon, it is not proper to inſiſt " them, and likewiſe as they *may be too numerous a body.*

" I now incloſe you the Nabob's perwahans, &c. amounting to one " hundred and ſix, which will enable you immediately to enter upon " the contracts. I have been very particular in collecting the lists " of zemindars whoſe countries produce any ſalt, and think that I " have ſent you will be ſufficient for the ſalt-works dependent on the " Fowzdar of Hoogly, as well as for thoſe which are to be under the " management of the gentlemen of Dacca and Chittagong. You will " find that the zemindars are entirely put under our authority, and " are to comply with ſuch regulations as you ſhall think proper to " eſtabliſh.

" I can with pleaſure inform you, that I have completed the buſi- " neſs which was ſo earneſtly recommended to me by Lord Clive. The " Nabob, after fully explaining to him the many advantages that would " ariſe *to the public*, and how much he would be embarraſſed from his " little knowledge in affairs of ſo much conſequence, has, after mature " conſideration, agreed to accept of a ſtipend of Sicca rupees, 5,386,161 " per annum; and will, in conſequence of ſuch agreement, *throw all* " *the affairs of the government into the hands of Mahomed Reza Cawn,* " *Doolubram, and Juggut Seat, the miniſters appointed by Us*; and make " over the management and revenue of the Subahdary for the payment " of the forces, reſtitution, and other purpoſes mentioned in Lord " Clive's letter of the 11th inſtant, provided the ſame be duly autho- " rized and confirmed by the King. He was indeed *ſo fully perſuaded* " of the expediency of the meaſures propoſed, *that he would have ac-* " *cepted of fifty lacks*; but on perceiving how cloſely he was tied up " relative to the allowance made him for his * Aſſwary, Emaumbarry " expences, Zenana, and other articles, I thought *the credit of the Com-* " *mittee required that his allowance ſhould be enlarged*; particularly " when I conſidered what a *glorious opportunity he gives us of eſtabliſh-* " *ing a new ſyſtem of government*, which, if properly adopted, regu- " lated, and purſued with ſteadineſs and firmneſs, bids faireſt for ſettling " that tranquillity in the three provinces which has been ſo long want- " ing, and confeſſed ſo eſſential for the good of the country, the Na- " bob's eaſe, and the proſperity of the Company. This proſpect, I " own, appears to me to be of no leſs importance to our honourable " employers, than that of eſtabliſhing them in this kingdom beyond

* The retinue maintained for parade; the expences incurred at his moſques in religious matters, and the charges of his ſeraglio.

" the

" the attempts of any enemy whatever; and ſecuring ſuch real and " ſolid advantages as, from our influence, we have a right to expect, " and which muſt in a ſhort time render the company the greateſt and " moſt potent commercial body in the world. But an eſſential preli- " minary towards eſtabliſhing this plan will be, to ſecure the dewan- " nee, which, though formerly a very diſtinct office, is now become " ſo dependent on the ſubahdary, that they cannot with any propriety " be in two different intereſts. This can be very eaſily ſecured by " Lord Clive; and I make no doubt but it will, on a repreſentation " from the Committee to his Lordſhip on the ſubject. In the courſe of " regulating this buſineſs with the Nabob, I have had the greateſt at- " tention *to every part of his family, to prevent* their receiving any ill " treatment, or *bad uſage from him*; their allowance I have ſettled as " follows; viz.

	Rupees per month.
To Seyf al Dowlah - - - - -	7000
Mobâreck al Dowlah - - - - -	5000
Meran's ſon - - - -	5000
The Begum and her family - - -	6000

" Theſe ſums, though much more than what has been hitherto ex- " pended on their account, yet it is neither for our honour or credit, " *to deprive them of a ſupport in life ſuitable to their rank and dignity.* " I have, for the better ſecuring theſe ſums to them, got Mahomed " Reza Khawn, Doolubram, and Juggut Seat, to take upon them the " charge of this money, to pay it monthly, or as ſhall be moſt agree- " able to them to receive it. Theſe three perſons are likewiſe to have " the payment of all the Nabob's ſeapoys, horſe, ſervants, &c. which " he very readily and with pleaſure conſented to.

" Nothing now remains to finiſh this grand point entirely, but the " obtaining a ſunnud from *the King*, and the executing the obligation " which is neceſſary to paſs between the Company and the Nabob; " but I ſhall defer this, until I have your's as well as his Lordſhip's " authority for ſo doing.

" Since my arrival, I have been extremely watchful over the actions " of Mahomed Reza Khawn, Doolubram, and Juggut Seat, that I " might be able to form ſome judgment how the regulations which were " lately made for the adminiſtration of the government were executed; " and can with much ſatisfaction inform you, that I think every one " acts with the greateſt aſſiduity in his own office, without aiming

" at any encroachment on the partition of authority we judged neceſ-
" ſary for the ſecurity of the preſent eſtabliſhment. Whatever attempts
" might have been made on the balance of power by Doolubram, I am
" convinced he is very ſenſible of his error, and will give no cauſe for
" any further complaints. There is at preſent the greateſt harmony
" and cordiality ſubſiſting between the Nabob and his miniſters, as
" well as between the miniſters themſelves, that the beſt of conſe-
" quences is to be expected from it, and we may hope a continuance
" of it by a little attention only in the gentleman who reſides at the
" Durbar. *The Nabob is extremely polite, and very* TRACTABLE. I
" cannot conclude this ſubject without mentioning to you, Gentlemen,
" the very extraordinary aſſiduity and care of Mahomed Reza Khawn
" for the good of the Company and the country; and from his indefa-
" fatigableneſs, joined with a *principle of honour* and integrity, we
" may expect affairs ſoon reduced into good form and order; a thing
" ſo much to be coveted.

" In three or four days time I hope to be able to ſend you about two
" lacks of rupees, but expect little or nothing more: but I muſt re-
" queſt that a tender of this money may be made the merchants as ſoon
" as the Company is in caſh, and their affairs will admit of its return,
" having given my word that this circumſtance will be complied with;
" *as I ſhould not otherwiſe have been able to obtain it, unleſs I had made*
" *uſe of* FORCE, a method which ought to be avoided.

" I am, with the greateſt reſpect,

" GENTLEMEN,

" Your moſt obedient, humble ſervant,

" Moradbaug, the 28th
" July 1765." (Signed) FRANCIS SYKES."

N° XXXIX.

COPY of a Letter from *Francis Sykes*, Eſquire, Reſident *at the Durbar*, to the *Secret Committee* at Calcutta. Dated the 31ſt October 1765.

" To the Right Honourable Lord Clive, Preſident and Governor, " and the Gentlemen of the Select Committee.

" MY LORD and GENTLEMEN,

" Incloſed I ſend you a ſtatement of the Bahar revenues, as fixed for " this year; with a particular account of ſuch parts as are aſſigned over " for the payment of the jagueers which have been granted by royal " authority, and whoſe names I alſo particularize.

" After a ſcrutiny into ſeveral years accounts, I find very little has " been really brought to the credit of the Nizamut, even in the moſt " peaceable times; but in Meer Jaffier's it has been a very heavy ex- " pence to him; little or nothing, I find, being collected even to ſup- " port a part of the charges attending it. By the beſt accounts that I " can learn, we ſhall hardly come up to the preſent ſtatement, though " I thought it would be better not to rate it lower this year, and the " next we might with more propriety judge of its real value. The " expence in Ramnarain's, as well as in the preſent Nabob Itraam al " Dowlah's time, has been charged at 2,153,934--2--10, as you will " obſerve by the account I now incloſe you. I have examined very " narrowly into every article, and have, with the aſſiſtance of Ma- " homed Reza Khawn, reduced the expence to rupees 750,920, though " ſtill great and heavy; yet the miniſters declare to me, that there is " no ſuperfluous expence in that ſum; that it will require the full " number of people mentioned to collect the revenues properly, and " pay the different contingent expences which muſt neceſſarily happen " in ſo extenſive a country.

" Mahomed Reza Khawn, Doolubram, &c. would, with your con- " ſent, adopt the following plan. Nabob Itraam al Dowlah to return " to his ſtation: Dirgenarain to remain alſo; and two overſeers on the " part of the Company, and one on that of *the miniſters of the govern-* " *ment*, to remain, not only as checks on their actions, but to enable " them to proceed in the collections with the greateſt alacrity. Had " not our connections with the brothers of the above-mentioned per-

" ſons made it neceſſary to give them our countenance, and a proper " influence in the country; I ſhould be entirely for having a new claſs " of people of leſs conſequence, more active, and their expences conſiderably leſs, to manage the affairs of that province; and who would " be more inclinable to obey any orders they might receive from hence " than they have lately ſhewed. Whatever arrangements you may think " proper to make, the ſooner it is concluded on the better; *as every " thing is at an entire ſtop, nor can the miniſters procure any ſatisfactory " anſwer, ſo as to inform themſelves* of the progreſs that has been made " in the rents.

" In the account of jagueers and charity-lands, which I now forward " to your Lordſhip, &c. amounting to 2,018,714--10--0 there will " be (in conſequence of our late agreement) that which the Nabob " had, amounting to 902,960--8--15, *to be brought to the Company's " credit, alſo the ſum of* 290,707--14--0 which has been kept up under " the head of jagueers, and has been an impoſition, as no perſon can " claim it, or any part thereof, either by an authority of royal ſunnuds, or as a gift of the Nabob's; ſo that it muſt be a fraud in thoſe " who had the management of affairs. The ſum allowed for charity " is bulky; and I make no doubt, if it was in my power to enquire " into that article, we would find the greateſt part miſapplied.

" I have been greatly retarded in ſending you the incloſed accounts " by the many impoſitions the Patna Mutſeddees, Congoes, &c. wanted " to have continued and confirmed; not only in the value of the province and in the account of expences, but in the amount of each " perſon's jagueer; many of whom had charged more than their ſunnuds intitled them to receive, in expectations that no inquiry would " be made into their right. In ſhort, an entire reformation wants to " be made, ſooner or later, which if you ſhould not have done now, I " would recommend its taking place in April next, when the Poonea is " made, and the value of each Purgunnah is fixed, or as ſoon as you " think it will be moſt conſiſtent with the plan of government you are " deſirous of forming.

" A regular and proper mode once fixed on, and men of activity, " ſteadineſs, and integrity employed in the management of the collections, who will pay a proper attention to the frontier provinces, I " am confident, that the province of Bahar will then yield very little " ſhort of *one crore of rupees.* The jagueers and charity-lands ſtand at " the old rents, or at what they paid many years ago. They will certainly *now produce double the amount*, and in point of right, the ſurplus, whatever it may be, exceeding the amount which the ſunnuds

" intitle

" intitle the proprietors to, ought to be brought to the credit of the " Company. Before I have done with this ſubject it will be neceſſary " to mention, that Shetabroy, as King's Dewan, has the department of " the Khalſah *; wherein not only revenues, but duties ariſing to the " government yearly, the amount not inconſiderable, ought to be " added to this account. I have applied not only to Itraam al Dow- " lah, but to the Patna Mutſeddees, all of whom decline giving me " any account of the ſame, referring me to Shetabroy for them. As " this gentleman is now in Calcutta, you will be beſt able to adjuſt " this matter with him.

" The duties ariſing from the Punchuttrah office at Murſhedabâd, " only a few years ago, amounted to rupees 384,000. I find there is " now exiſting ſcarcely any thing more than the name. I have ac- " cordingly got Mahomed Reza Khawn, &c. to appoint a perſon of " integrity and aſſiduity to inſpect into the Daroga's proceedings, and " keep an exact account of the duties ariſing to the government, as has " been for many years eſtabliſhed. The like regulations I have deſired " might take place in the Tankſall †, where abuſes appear equally " great.

" I find it will be abſolutely neceſſary ſome regulations ſhould be " fixed on for the government of the Chokeys all over the country, for " which purpoſe I have got Mahomed Reza Khawn to write to the " Fowzdars and Zemindars of the different provinces, for an exact ac- " count of all the Chokeys now kept up, that a proper arrangement " may be made, and a few conſiderable ones eſtabliſhed in the moſt " convenient parts of the country; which will anſwer the purpoſe " much more effectually than the ſuperfluous number that do now exiſt, " which have in ſome degree only ſerved to ſubvert the true intent for " which they were ordered, and throwing a number of difficulties in " the way of trade in general.

" Fraud and villainy appears to have been carried to ſo great a " height in every department, that I am no longer ſurprized that the " Nabobs of late have been ſo much diſtreſſed in their government. " A total change, by degrees, muſt be made; and it can only be by " degrees brought about, without great diſturbance and murmuring " all over the country. I am exerting my utmoſt endeavours for that " purpoſe: but have to ſtruggle with every difficulty that can be " thrown in my way by miniſters, Mutſeddees, Congoes, &c. and " their dependents. Yet with a proper ſupport from you, I make not

* Crown lands. † The mint.

" the

" the leaſt doubt, in time, but I ſhall accompliſh your moſt ſanguine " expectations.

" Repreſentations of late have been made to me by the Zemindars " of different villages, that the King is fixing Dawks* from Illa- " habad to this place and Calcutta; that it will be a very great " burthen to the inhabitants in many parts of the country, if they " are under a neceſſity of ſupporting them with the uſual neceſſa- " ries, having already both the Company's and the Nabob's Dawks " to provide for, and requeſt they may be relieved from ſo heavy " a grievance.

" Incloſed I ſend you a letter which I have received from Captain " McPherſon, repreſenting the hardſhip he has laboured under ſince " his being ordered on the Moradbaug eſtabliſhment, in being de- " prived the receiving of any batta, notwithſtanding a detachment " at Coſſimbazar has been allowed it. I requeſt your Lordſhip, &c. " will take his caſe into conſideration: and ſhould it not be *inconſiſtent* " with the rules and regulations then eſtabliſhed, I deſire you will " order him to receive at leaſt *half* batta, agreeably to what was al- " lowed the Coſſimbazar detachment, as *an hundred and twenty rupees* " *has been the only ſum he has had to live on ſince his reſidence there.*

" I am, with the greateſt reſpect,

" My LORD and GENTLEMEN,

" Your moſt obedient, humble ſervant,

(Signed) " FRANCIS SYKES."

" † Mootejil, the 31ſt Oc- " tober 1765."

* The Dawks, or Poſtmen, when employed by the King, were ſupported by the countries through which they paſſed.

† A garden of the Nabob's, near the city of Murſhedabad.

N° XL.

COPY of a Letter from *Francis Sykes*, Eſquire, Reſident *at the Durbar*, to the *Select Committee* at Calcutta. Dated the 17th Nov. 1765.

"To the Right Honourable Lord Clive, Preſident and Governor, "and the Gentlemen of the Select Committee.

"My LORD and GENTLEMEN,

"Your Lordſhip's, &c. favours of the 5th and 7th inſtant I have "received.

"Incloſed I ſend you an account of the revenues, as concluded "on with the Fowzdars, Zemindars, &c. for the preſent year 1765, "amounting to 16,029,016--10--2 rupees, charges included; with an "account of what has been already collected, how it has been diſ- "burſed to the laſt of Rubby al sâny, or the 16th October, in order that "you may have a true and exact ſtate of affairs of this province to that "time: and ſhall from henceforward ſend you a monthly treaſury ac- "count, that you may be acquainted regularly with the ſtate of the "treaſury here.

"On my arrival here, I found that the revenues ariſing from the "different provinces and purgunnahs which compoſe Bengal had been "rated, though not finally concluded with the different officers of the "government. In examining into this buſineſs, and by comparing "the value of the different diſtricts of the country with what they were "rated at in Allaverdy Khawn's time, Serajah al Dowlah's, Meer "Jaffier's, &c. I found many fell greatly ſhort of what they had pro- "duced, taking the medium of ſeveral years. I therefore deſired that "this important matter might be reconſidered; and after a few days at- "tention to this particular, I have the ſatisfaction to incloſe you a ſtate- "ment, which, I make no doubt, will meet with your approbation. In "this agreement I have aimed at a certain equitable and juſt valuation "between the proprietor and the tenant, without ſubjecting ourſelves "to any juſt imputation of ſeverity: and though I do not find that "Bengal alone ever produced to the Nabob the amount as appears by "the neat balance, except in the time of Coſſim Ally Khawn, yet I am "confident, with good management, we may reaſonably expect an "increaſe, without the leaſt oppreſſion to the farmers or tenants. Some

" degree of rigour may be neceſſary this year, to rouſe the Zemindars
" and collectors from that lethargy which they have been in, and con-
" vince them we are determined to put a ſtop to the ſcandalous prac-
" tices ſo frequently committed all over India, and that *the welfare of*
" *the Nabob and our employers is our object, by receiving the juſt revenue*
" *due to the government.*

" I ſhall exert myſelf to the utmoſt of my power, to have the full
" amount of ſicca rupees 15,004,887--2--5 regularly and properly col-
" lected. Fifty lacks of which I flatter myſelf I ſhall have in the trea-
" ſury by the 11th of February, which includes the December pay-
" ments; as, by an eſtabliſhed cuſtom, a month's credit is always
" given. Should it ſo happen that I am diſappointed in my expecta-
" tions, I requeſt your Lordſhip, &c. will not impute it to any neg-
" lect, or fault on my part, but to the conſequence of a number of
" circumſtances entirely independent of me, which a buſineſs of this
" nature is ever liable to. I moſt heartily wiſh ſome method could be
" taken to prevent the gentlemen, civil as well as military, from ſend-
" ing for the different officers * of the government on every frivolous
" pretence, by which the collections are greatly impeded: and owing
" to the diſtance ſuch circumſtances happen from me, I find it a moſt
" difficult matter to be a proper judge, whether they are acting in
" virtue of their ſtation, or in open violence to your orders.

" The expences of mohurrees, pikes, ſervants, burkandazes, roads,
" charity, with other contingent articles attending the collections,
" amounting to rupees 1,024,129--7--7, are large and enormous, not-
" withſtanding I have retrenched them above one half. Yet I cannot
" with any propriety attempt to reduce them lower this year, parti-
" cularly as the miniſters declare they are not only reaſonable, but in-
" diſpenſably neceſſary. However, as I get a greater inſight into the
" nature of theſe charges, and the collections in general, I ſhall be
" better able to judge what are ſuperfluous, and what not ſo: and
" every regulation and plan of œconomy, in order to reduce this ar-
" ticle, ſhall always eagerly be embraced and forwarded to your Lord-
" ſhip, &c. as expeditiouſly as poſſible.

* This alludes to a practice very common, of Engliſh gentlemen, when travelling up the country, ſending to the Zemindars for proviſions and Bearers for their palanqueens, &c. the amount of which the Zemindar inſerted among the charges of the collection, or elſe levied it upon the ryots, or farmers. In ancient times the Emperor's officers were always ſo complimented when travelling, by the Zemindars, on the road. Since the Engliſh Company became the Sovereigns, their ſervants, civil and military, have been looked on in the ſame light, and being very numerous, the frequency of ſuch applications was become troubleſome and oppreſſive.

" Your

"Your Lordſhip, &c. will obſerve in the account of reveuues, a "number of purgunnahs which have no charges annexed to them. This "is owing to the Zemindar letting them on a leaſe for three or four "years; and the expences which are allowed under the head of Nan-"car, &c. by agreement, is given up to the Zemindar, and the tenant "is to have, for his profits, whatever he can collect above the ſum ſti-"pulated to be paid to government. By this means it will always be "difficult to obtain the true value of the lands, and it is an evil which "muſt be rectified.

"I have ſupplied the factories of Coſſimbazar and Dacca with caſh "for the uſe of their inveſtments, agreeable to your Lordſhip's, &c. or-"ders; the former with three lacks of ſicca rupees, and the latter with "one of arcots; and to-morrow morning ſhall ſend you down, under "the care of a party of ſeapoys, ſix lacks.

"I have had much difficulty in procuring an account of the receipts "and diſburſements made this year, and delayed ſending you the "account of the revenues, in expectation of forwarding you this at "the ſame time; but though I have now drawn it out, I find ſo many "articles neceſſary to be explained, and ſo many inaccuracies appear-"ing, that I am ſtill obliged to poſtpone forwarding it, till it can be "thrown into a form which will meet with your approbation.

"Furrock-Baug, one of the Nabôb's garden-houſes, being greatly "out of repair, and one of the rooms already fallen in, *the miniſters "would be glad of your permiſſion* to lay out a ſmall ſum of money on that "building, to prevent its becoming an entire ruin.

"I am,

"with the greateſt reſpect,

"My Lord and Gentlemen,

"Your moſt humble ſervant,

"Mootejil, the 17th "Nov. 1765." (Signed) "F. SYKES."

Nº XLI.

COPY of a Letter from the Right Honourable *Robert Lord Clive* to the *Directors* of the *East India Company*. Dated, Berkeley-ſquare, the 27th April 1764.

To the Honourable the Court of Directors for affairs of the United Company of Merchants of England, trading to the Eaſt Indies.

" GENTLEMEN,

" In obedience to your commands, I now tranſmit the purport of " what I had the honour to repreſent to you by word of mouth at the " laſt Court of Directors, with ſome other particulars which ſlipped " my memory at that time.

" Having taken into conſideration your letter ſent me by the ſecre- " tary, as alſo the requeſt of the General Court of Proprietors, I think " myſelf bound in honour to accept of the charge of your affairs in " Bengal, provided you will co-operate with and aſſiſt me in ſuch man- " ner, that I may be able to anſwer the expectations and intentions of " the General Court.

" As an individual, I can have no temptation to undertake this ar- " duous taſk; and nothing but the deſire I have to be uſeful to my " country, and to manifeſt my gratitude to this Company, could make " me embark in this ſervice, attended as it is with ſo many inconve- " niencies to myſelf and to my family. I cannot avoid acknowledg- " ing, that I quit my native country with ſome degree of regret and " diffidence, on leaving behind me (as I certainly do) a very divided " and diſtracted direction, at a time when unanimity is more than ever " requiſite for the carrying into execution ſuch plans as are abſolutely " neceſſary to the well-being of the Company.

" I ſhall now enter into a ſhort diſcuſſion of your political, com- " mercial and military affairs in Bengal, without ſearching into the " cauſes of the unhappy revolution in favour of Coſſim Ally Khawn. " I ſhall only remark, that if the ſame plan of politics had been pur- " ſued after he was placed on the throne, as that which I had obſerved " towards his predeceſſor, he might with great eaſe have remained " there to this day, without having it in his power to injure either him- " ſelf or the Company in the manner he has lately done.

" Indeed

"Indeed Mr. Vanſittart's ideas in politics have differed ſo widely "from mine, that either the one or the other muſt have been totally in "the wrong. Soon after Coſſim Ally Khawn was raiſed to his new "dignity, he was ſuffered to retire to a very great diſtance from his "capital, that our influence might be felt and dreaded as little as poſ- "ſible by him. He was ſuffered to diſmiſs all thoſe old officers who "had any connection with, or dependence upon us; and what was "the worſt of all, our faithful friend and ally, Ramnarain, the Nabob "of Patna, was given up: the doctrine of the Subah's independency "was adopted, and every method was put in practice to confirm him "in it. We need not ſeek for other cauſes of the war, for it is now "ſome time that things have been carried to ſuch lengths abroad, that "either the princes of the country muſt in a great meaſure be dependent "on us, or we totally ſo on them.

"That *the public* and continued diſapprobation of Coſſim Ally's ad- "vancement to the government, expreſſed by the gentlemen of Cal- "cutta, increaſed the Nabob's jealouſies, is moſt true; and that it was "the duty of every one, after the revolution was once effected, to "concur heartily in every meaſure to ſupport it, cannot be denied. "*It is likewiſe true, that the encroachments made upon the Nabob's* "*preſcriptive rights by the Governor and Council, and the reſt of the* "*ſervants trading in the articles of ſalt, beetle and tobacco,* together "with the power given by Mr. Vanſittart to ſubject our gomaſtahs, or "agents, to the juriſdiction and inſpection of the country government, "all *concurred to haſten and bring on the late troubles*; but ſtill the "ground-work of the whole was the Nabob's independency. It is im- "poſſible to rely upon the moderation and juſtice of muſſulmen. Strict "and impartial juſtice ſhould ever be obſerved, but let that juſtice "come from ourſelves. *The trading therefore in ſalt, beetle and to-* "*bacco, having been one cauſe of the preſent diſputes, I hope theſe articles* "*will be reſtored to the Nabob, and your ſervants abſolutely forbid to trade* "*in them. This will be ſtriking at the root of the evil.*

"The prohibition of duſtucks to your junior ſervants will, I hope, "tend to reſtore that œconomy which is ſo neceſſary in your ſervice; "indeed if ſome method be not thought of, and your Council do not "heartily co-operate with your Governor *to prevent the ſudden acqui-* "*ſition of fortunes,* which have taken place of late, the Company's af- "fairs muſt greatly ſuffer. What power it may be proper to inveſt me "with, *to remedy* thoſe great and growing evils, will merit your ſerious "conſideration. *As a means to alleviate,* in ſome meaſure, the diſ- "ſatisfaction that ſuch reſtrictions upon the commercial advantages of

" your ſervants may occaſion in them, *it is my full intention not to en-*
" *gage in any kind of trade myſelf*; ſo that they will divide amongſt them
" what uſed to be the governor's portion of commercial advantages,
" which was always very conſiderable.

" As my experience in military matters hath ariſen from many years
" practice, I hope what I have to lay before you on this ſubject, will have
" that attention paid to it which I ardently wiſh it may, for the good of the
" Company. I would propoſe that you ſhould always have in Bengal,
" four, or at leaſt three thouſand Europeans, to conſiſt of three bat-
" talions of ſeven hundred each; four companies of artillery, of one
" hundred each, and five hundred light-horſe. Your forces have done
" great things, and gained great honour, but much is ſtill wanting to
" bring them to that due obedience and ſubordination which is con-
" ſiſtent with the true intereſt of the ſervice. Whilſt ſo many of his
" Majeſty's forces were abroad, *and ſo few of your own, two or three*
" field officers in your ſervice might anſwer the purpoſe. But now
" that his Majeſty's troops are recalled, you ſhould immediately endea-
" vour to ſupply the deficiency. I would therefore recommend the
" appointing three field officers to every battalion, a Colonel, Lieu-
" tenant-colonel and Major; and the officers I would chuſe to com-
" mand the battalions, ſhould be Major Carnac, Captain Richard Smith,
" and Major Preſton. You have already done juſtice to Major Carnac's
" character, by reinſtating him in the command of your forces in Ben-
" gal, and by acknowledging his ſervices in the moſt public manner.
" This gentleman will, I flatter myſelf, ſtand as high in your eſteem as
" Brigadier General Callaud, and will, I hope, have the ſame rank
" and appointments. The military merits of the other two gentlemen
" you are likewiſe well acquainted with, having both received from
" the Court marks of approbation for their diſtinguiſhed ſervices. To
" command your artillery, I would recommend Sir Robert Barker;
" whoſe abilities in that department have been exceeded by no officer
" that ever was in your ſervice. Your ſeapoys are already commanded
" by Major Knox, whoſe merits I could wiſh to have rewarded with a
" Lieutenant-colonel's commiſſion. Your horſe, when raiſed, ſhould
" be commanded by a Lieutenant-colonel, or Major. I have very ſtrong
" reaſons to wiſh this idea of regimenting your troops may take place;
" for without ſuch a ſubordination I ſhall not be able to enforce your
" orders for the reduction of your military expences; which have been
" a conſtant dead weight, and have ſwallowed up your revenues.

" I could wiſh, that whatever emoluments are unavoidable may fall
" to thoſe few, who by having been long, are high in your ſervice,

" whether civil or military. Thus will the expence be ſcarce felt by " the Company, in compariſon to what it is at preſent, when for want " of due ſubordination every one thinks himſelf entitled to every advan- " tage; and the juniors in your ſervice will be excited to exert them- " ſelves, from a certain knowledge that application and abilities only " can reſtore them to their native country, with fortunes honourably " acquired.

" Before I leave the ſubject of military affairs, I ſhall take the liberty " to recommend to your conſideration my ideas concerning the pre- " ſent method of levying your troops in England. It is certain, at " preſent, this branch is very irregularly conducted, little regard is had " to the choice of the men; they arrive in India undiſciplined, and in " caſe of ſudden emergencies, which may require a number to be im- " mediately diſpatched to India, there are none ready to ſend; for al- " though *this* has fortunately not been the caſe ſince the concluſion of " the peace, the facility of getting men has ariſen from the numbers " lately diſmiſſed from his Majeſty's ſervice, but the ſame difficulties as " ever will very ſhortly commence again, as ſoon as theſe diſbanded " troops have betaken themſelves to other employments. I would " therefore ſuggeſt, that the Company ſhould apply to his Majeſty for " permiſſion to maintain two battalions of 500 men each in England: " of which the whole, or any part, with the proper officers, may be " ready to be ſhipped at a moment's warning. Juſtice to the character " of two officers who have rendered the Company moſt important ſer- " vices, alone induces me to recommend that you ſhould pay the com- " pliment of the command of the battalions to Colonel Coote and Co- " lonel Ford. Although there may appear at firſt ſight ſome difficulties " in the executive plan; yet, as I do not doubt of the concurrence of " the adminiſtration to any propoſals eſſentially neceſſary to the Com- " pany's intereſt, I imagine they will give their aſſiſtance to ſo ſalutary " a meaſure.

" The heart-burnings and diſputes which ſeem to have ſpread and " over-run your ſettlement of Calcutta, aroſe, I much fear, originally " *from your appointment of Mr. Vaſittart to the government of Bengal* " *from another ſettlement*, although his promotion was the effect of my " recommendation. The appointment therefore of Mr. Spencer from " Bombay *can only tend to inflame theſe diſſenſions*, and to deſtroy all thoſe " advantages which the Company can only expect to reap from *har-* " *mony and unanimity* amongſt their ſervants abroad. The reſignations " of Meſſ. Verelſt, Cartier, and many others of the ſenior ſervants,

" which

" which muſt be the conſequence of Mr. Spencer's appointment will
" deprive me of thoſe very gentlemen on whoſe aſſiſtance I depend for
" re-eſtabliſhing your affairs in Bengal. Mr. Sumner has already come
" under your conſideration, as a fit perſon to ſucceed Mr. Vanſittart, and
" and on my being propoſed to take upon me the government, has de-
" ſired to accompany me as ſecond in council. In juſtice to Mr. Sum-
" ner's merit, I muſt ſay, that I think him a very capable ſervant of the
" Company's, and one who I am perſuaded will co-operate with me,
" to the utmoſt of his abilities, for the good of the ſervice. Nor would
" I wiſh him to go abroad with me, were I not convinced I ſhould be
" able to place him in that degree of confidence and good-will with
" Jaffier Ally Khawn as will certainly be neceſſary in a perſon deſtined
" to be my ſucceſſor.

" I hope, before I conclude, you will be perſuaded *that I can have*
" *no intereſted views in going abroad.* I do not mean to *reflect* on thoſe
" who thought proper to reward and diſtinguiſh Mr. Vanſittart ſo re-
" markably, by adding to the uſual allowances of the Governor two
" and an half per cent. upon the Company's territorial poſſeſſions, which
" made the whole of his appointments more than 20,000 l. a year. I
" ſhall only ſay, *I think ſuch appointments too great a burthen on the*
" *Company's eſtate*; and leave it to you, gentlemen, to make me what-
" ever allowance you may think conſiſtent with my ſtation.

" I need not repeat the nature of my pretenſions to the jagueer: the
" late revolutions in favour of Meer Jaffier, and *the inſtructions I have*
" *ſent to my attornies*, in conſequence of your ſtopping it, will, I make
" not the leaſt doubt, be the means of having it confirmed to me in the
" ſtrongeſt manner that the cuſtoms of India will admit, and the laws
" of England require. But as there would be a very great impropriety
" in my going abroad in the Company's ſervice, with a law-ſuit of this
" conſequence depending between us, allow me to ſuggeſt to you the
" expediency of referring the matter to a General Court of Proprietors,
" with the propoſal I now make.

" That I ſhall enjoy my jaugueer for ten years, provided the Com-
" pany ſhall remain ſo long in poſſeſſion of thoſe lands of which the
" jagueer is the quit-rent: and, provided I ſhould live ſo long, at the
" end of ten years, or at my death, if that ſhould happen firſt, my
" right and title to the jagueer ſhall ceaſe; and, on my arrival in India,
" I ſhall uſe my utmoſt endeavours with the Nabob to ſecure the
" reverſion of it to the Company, ſhould my death happen early in
" this ſervice. I ſubmit to the conſideration of the Directors and Pro-

" prietors

prietors, (but do not inſiſt upon it) whether it cannot be continued "to my heirs for five years.

"I have the honour to be,

"GENTLEMEN,

"Your moſt obedient, humble ſervant,

"Berkeley-ſquare,
"27th April 1764." (Signed) "CLIVE."

No. XLII.

COPY of the Contract entered into by *Harry Verelſt*, Eſquire, Superviſor of *Burdwan*, and the Junior Servants of that Factory, with the *Committee* of *Trade* at *Calcutta*; whereby they engage to deliver to the Committee all the ſalt produced in that province.

"THIS INDENTURE, made the day of in the fifth year of the reign of, &c. and in the year of our Lord one thouſand ſeven hundred and ſixty-five, between *William Brightwell Sumner, Harry Verelſt, Ralph Leyceſter, and George Gray* of Calcutta in the kingdom of Bengal, in the Eaſt Indies, Eſquires, being a Committee duly authorized, conſtituted, and appointed by the Proprietors intitled to the excluſive joint trade of ſalt in the ſaid kingdom of Bengal, for the managing and carrying on the ſaid excluſive joint trade, *of the one part*; and the ſaid *Harry Verelſt and James Lawrell, Henry Goodwin and James Aſhburner* of Calcutta aforeſaid, gentlemen, *on the other part*. WHEREAS in and by a certain deed, or inſtrument in writing, bearing date the 18th Day of September 1765, and made, or mentioned to be made, between the ſaid proprietors to the ſaid excluſive trade on the one part, and the ſaid William Brightwell Sumner, Harry Verelſt, Ralph Leyceſter, and George Gray on the other part, they, the ſaid proprietors, did give and grant unto them the ſaid William Brightwell Sumner, Harry Verelſt, Ralph Leyceſter, and George Gray, and their ſucceſſors, full power and lawful authority to bind themſelves jointly with them, the ſaid proprietors, and their ſucceſſors, their heirs, executors, and adminiſtrators, for the doing, making, executing, and performing of any contract, or agreement in writing, reſpecting the conducting and managing the ſaid excluſive joint trade and merchandize. AND WHEREAS they

they the ſaid Harry Verelſt, James Lawrell, Henry Goodwin, and James Aſhburner, upon their application and requeſt, have obtained liberty and licence from the ſaid Committee to work the callaries (or ſalt-pans) in the province of Burdwan, in the Kingdom of Bengal aforeſaid, and to make ſalt there for their own benefits and concerns, but ſubject to ſuch duties and taxes as the Preſident and Council of Fort-William, or the Committee of Lands by them appointed, ſhall from time to time think fit to impoſe. NOW THIS INDENTURE WITNESSETH, that for and in conſideration of the covenants and agreements herein after reſerved and contained, and which by the ſaid Harry Verelſt, James Lawrell, Henry Goodwin, and James Aſhburner, their executors and adminiſtrators, on their parts and behalves, are, or ought to be done, performed, fulfilled, and kept, they the ſaid William Brightwell Sumner, Harry Verelſt, Ralph Leyceſter, and George Gray, conſtituting a committee as aforeſaid, in virtue of all and every the powers and authorities to them delegated, and enabling them on that behalf, and divers other good cauſes and valuable conſiderations thereunto moving, they the ſaid Harry Verelſt, James Lawrell, Henry Goodwin, and James Aſburner, do hereby, for themſelves, their heirs, executors, and adminiſtrators, covenant, promiſe, and agree to and with the ſaid Committee, that they the ſaid Harry Verelſt, James Lawrell, Henry Goodwin, and James Aſhburner, ſhall uſe their utmoſt endeavours, care, diligence, and expedition in managing, conducting, and carrying on the ſaid trade, or buſineſs of making ſalt in the province aforeſaid: and that they the ſaid Harry Verelſt, James Lawrell, Henry Goodwin, and James Aſhburner, their heirs, executors, and adminiſtrators, ſhall deliver, or cauſe to be delivered, all the ſalt by them the ſaid Harry Verelſt, James Lawrell, Henry Goodwin, and James Aſhburner, made, or that ſhall hereafter, to the 31ſt of Auguſt 1766, be made in the province of Burdwan aforeſaid, to be delivered into the golahs at Saſſuttea and Sampore, villages in the purgunnah of Mundleghatt, to the ſaid Committee, and their ſucceſſors, or their agent or agents duly authorized and appointed by them to receive the ſame, from time to time during the courſe of the ſeaſon, whoſe receipt ſhall be a ſufficient indemnification to the ſaid Harry Verelſt, James Lawrell, Henry Goodwin, and James Aſhburner, their executors and adminiſtrators, for ſo much ſalt as ſhall be ſo delivered as aforeſaid, or if afterwards the ſaid committee ſhall ſo think proper, the ſame ſhall be by them the ſaid Harry Verelſt, James Lawrell, Henry Goodwin, and James Aſhburner, or their heirs, executors, or adminiſtrators, tranſported to the markets of Omtah and Guttaul, there to be delivered to ſuch perſon or perſons, as ſhall be appointed to receive

received the ſame; they, the ſaid Committee, allowing and paying unto the ſaid Harry Verelſt, James Lawrell, Henry Goodwin, and James Aſhburner, and their executors or adminiſtrators, the reaſonable charges which ſhall attend the tranſporting the ſame, according to a juſt eſtimate to be made thereof, together with an equitable allowance for riſk: and that all the ſaid ſalt ſhall be delivered into the ſaid golahs, at Saſſuttea and Sampore, or be tranſported to the ſaid markets of Omtah and Guttaul, as aforeſaid, on or before the 31ſt day of Auguſt 1766. And that they the ſaid Harry Verelſt, James Lawrell, Henry Goodwin, and James Aſhburner, their executors or adminiſtrators, ſhall and will well and truly bear, pay, and ſuſtain all and all manner of duties and taxes that have been and now are accuſtomed to be paid for or on account of the United Eaſt India Company, and all charges, damages, expences, demands, and impoſitions whatſoever that ſhall hereafter happen, ariſe, or accrue for, or by means or reaſon of the making, delivering, and tranſporting the ſaid ſalt in manner and form aforeſaid (ſave and except ſuch reaſonable charges as ſhall ariſe or accrue by reaſon of tranſporting the ſaid ſalt to the markets aforeſaid, which the ſaid Committee are to bear, pay, and ſuſtain) or on them the ſaid William Brightwell Sumner, Harry Verelſt, Ralph Leyceſter, and George Gray, or any other perſon or perſons in reſpect thereof; and alſo ſave and except ſuch freſh taxes and duties which ſhall hereafter be taxed, or laid upon the ſaid callaries, more than what are now accuſtomed to be paid to, for, or on account of the ſaid United Eaſt India Company aforeſaid, which the ſaid Committee are from time to time to pay and diſcharge unto them the ſaid Harry Verelſt, James Lawrell, Henry Goodwin, and James Aſhburner, their executors and adminiſtrators. And that they the ſaid Harry Verelſt, James Lawrell, Henry Goodwin, and James Aſhburner, their executors and adminiſtrators, ſhall not nor will, at any time during the ſaid term, ſell, ſend, or diſpoſe of any quantity of ſalt whatſoever, to be made at the callaries aforeſaid, to any perſon or perſons whatſoever; but ſhall and will deliver all ſuch ſalt produced or to be produced from the callaries in the ſaid province of Burdwan, or tranſport the ſame, if required as aforeſaid, as clear, pure, and in as good order and condition as collected from the ſalt pans, at the eſtabliſhed weight, for the whole, or rate of *eighty-two ſicca weight per ſeer*, and forty ſuch ſeers per maund, with the cuſtomary and uſual allowances on weighing of ſalt at the ſaid callaries, to ſuch perſon or perſons, and at ſuch places as are herein before-mentioned. And the ſaid William Brightwell Sumner, Harry Verelſt, Ralph Leyceſter, and George Gray, conſtituting, &c. do hereby for themſelves, and for them the ſaid

proprietors intitled to the ſaid excluſive joint trade, and their ſucceſſors, jointly covenant, promiſe, and agree to and with the ſaid Harry Verelſt, James Lawrell, Henry Goodwin, and James Aſhburner, their heirs, executors, and adminiſtrators, that they the ſaid William Bright-well Sumner, Harry Verelſt, Ralph Leyceſter, and George Gray, and the ſaid proprietors and their ſucceſſors, ſhall pay or cauſe to be paid unto them the ſaid Harry Verelſt, James Lawrell, Henry Goodwin, and James Aſhburner, their heirs, executors, or adminiſtrators, for every one hundred maunds of ſalt, ſo to be delivered into the golahs at Saſſuttea and Sampore, or to be tranſported in manner and form aforeſaid, the ſum of *ſeventy-five ſicca rupees*, of good and lawful money, to be accounted and calculated at and after the rate of ſixteen per cent. batta, in ſuch manner and form, at ſuch times, and in ſuch proportions as herein after mentioned; that is to ſay, the ſum of ſix ſixteenth parts of the money to be advanced unto them the ſaid Harry Verelſt, James Lawrell, Henry Goodwin, and James Aſhburner, for the quantity of ſalt to be delivered according to the true intent and meaning hereof, the ſame to be payable and paid in and before the expiration of the month of September now next enſuing the date hereof: and the further ſum of ſix ſixteenth parts thereof to be payable, and paid in and before the month of November following, and the remaining further ſum of four ſixteenth parts thereof, they the ſaid Harry Verelſt, James Lawrell, Henry Goodwin, and James Aſhburner, do hereby agree to take and accept of a bond from the ſaid Committee for the ſame, bearing date the 31ſt day of January 1766, and to be payable, and paid at the end or expiration of ſix calendar months from the date thereof, with intereſt at and after the rate of ten per cent. per annum; PROVIDED nevertheleſs, and it is hereby further agreed, by and between all the ſaid parties to theſe preſents, and the true intent and meaning of them and of theſe preſents are, that in caſe the ſaid Harry Verelſt, James Lawrell, Henry Goodwin, and James Aſhburner, their heirs, executors, or adminiſtrators, ſhould not deliver or cauſe to be delivered into the ſaid golahs at Saſſuttea and Sampore, or tranſport, or cauſe to be tranſported to the ſaid markets of Omtah and Guttaul, in manner and form aforeſaid, a quantity of ſalt equal in value to the ſeveral ſums or ſtated payments ſo to be advanced them as aforeſaid, that then and in that caſe, the ſaid Harry Verelſt, James Lawrell, Henry Goodwin, and James Aſhburner, do hereby for themſelves, their heirs, executors, and adminiſtrators, covenant, promiſe, and agree to and with the ſaid Committee and their ſucceſſors, that they the ſaid Harry Verelſt, James Lawrell, Henry Goodwin, and James Aſhburner, their heirs,

heirs, executors, and adminiſtrators, ſhall and will repay, or cauſe to be repaid unto them the ſaid William Brightwell Sumner, Harry Verelſt, Ralph Leyceſter, and George Gray, or their ſucceſſors, all ſuch overplus ſum or ſums of money as ſhall appear to remain due upon balance of the ſaid advances, or ſtated payments ſo to be made as aforeſaid, together with intereſt for the ſame, at and after the rate of ten per cent. per annum, from the time the ſaid money ſhall be ſo advanced them as aforeſaid. And that they the ſaid Committee and their ſucceſſors, and the ſaid proprietors and their ſucceſſors, ſhall and will, during the term aforeſaid, protect them the ſaid Harry Verelſt, James Lawrell, Henry Goodwin, and James Aſhburner, their heirs, executors, and adminiſtrators in the premiſes, and properly and juſtly procure fit redreſs for all ſuch grievances and complaints by them or any of them to be made to the ſaid William Brightwell Sumner, Harry Verelſt, Ralph Leyceſter, and George Gray, conſtituting a committee as aforeſaid, through the channel of their ſecretary for the time being, as the nature of the caſe ſhall or may require. And in caſe of any freſh duty or tax, to be by the authority of the Preſident and Council of Fort William aforeſaid, taxed, charged, or impoſed upon the ſaid herein before-mentioned callaries during the ſaid term, and which are not now charged upon the ſame, they the ſaid William Brightwell Sumner, Harry Verelſt, Ralph Leyceſter, and George Gray, and the ſaid proprietors and their ſucceſſors, their executors and adminiſtrators, ſhall bear, pay, and ſuſtain ſuch freſh duty and tax out of their own joint ſtock; and the ſaid Harry Verelſt, James Lawrell, Henry Goodwin, and James Aſhburner do hereby for themſelves, their heirs, executors, and adminiſtrators, covenant, promiſe, and agree to and with the ſaid Committee and their ſucceſſors, that they the ſaid Harry Verelſt, James Lawrell, Henry Goodwin, and James Aſhburner, ſhall and will keep, or cauſe to be kept, true and faithful accounts of all debts and monies which ſhall from time to time grow due, or become owing to them from the Molunguees employed in making of ſalt in the ſaid callaries; and for the more full and clear evidencing and diſcovering thereof, ſhall and will deliver unto the ſaid Committee, at the end of the ſaid term of one year, true copies of all ſuch accounts as aforeſaid, and that in conſideration of the money to be advanced by the ſaid Committee to the ſaid Harry Verelſt, James Lawrell, Henry Goodwin, and James Aſhburner, their executors or adminiſtrators, they the ſaid Harry Verelſt, James Lawrell, Henry Goodwin, and James Aſhburner, ſhall run the ſole riſk of all loſſes, bad debts, and balances that ſhall become due, and owing unto them, on account thereof; and in order to preſerve a proper authority to the ſaid

Committee over the Molungueès employed in making of ſalt in the province aforeſaid, they the ſaid Harry Verelſt, James Lawrell, Henry Goodwin, and James Aſhburner, ſhall and do hereby relinquiſh and releaſe all their claim, demands, right, title, intereſt, and property to all ſuch bad debts and balances as ſhall become due to them from the ſaid Molunguees, at any time or times, from the day of the date hereof until the end or expiration of the ſaid term, which will be on the 31ſt day of Auguſt 1766. And that in caſe any tax or duty ſhall hereafter, by the Preſident and Council aforeſaid, be taken off, leſſened, or aboliſhed, or otherwiſe the ſaid callaries being exempted from the burthen thereof, that the ſaid Harry Verelſt, James Lawrell, Henry Goodwin, and James Aſhburner, their executors and adminiſtrators, ſhall and will, from time to time, make ſuch proportionable allowance, or credit the ſaid Committee and their ſucceſſors, in account, for ſo much money as ſhall be ſo abated on account of any ſuch taxes and duties as aforeſaid. And that in caſe of any diſpute, variance, ſtrife, doubt, or queſtion ariſing between them, the ſaid Harry Verelſt, James Lawrell, Henry Goodwin, and James Aſhburner, their executors or adminiſtrators, and any other perſon or perſons, relative to the conducting, or carrying on, or in any-wiſe concerning their ſaid buſineſs and concern, during the ſaid term, at or after the end or expiration thereof, or touching any covenant, grant, clauſe, word, matter, or thing herein contained, or the intent and meaning thereof, they the ſaid Harry Verelſt, James Lawrell, Henry Goodwin, and James Aſhburner, for themſelves, their executors, and adminiſtrators, do covenant and agree to and with the ſaid Committee and their ſucceſſors for the time being, that they the ſaid Harry Verelſt, James Lawrell, Henry Goodwin, and James Aſhburner, their executors and adminiſtrators, in ſuch caſe ſhall from time to time, during the ſaid term, apply themſelves to, and lodge ſuch their complaint with the ſecretary of the ſaid Committee for the time being, in order to lay the ſame before the ſaid Committee, or before the collector of the revenues of the Honourable the United Eaſt India Company aforeſaid, as the caſe ſhall or may require, within one month next after any ſuch doubt, queſtion, or controverſy ſhall ariſe; that the ſaid Committee or ſuch collector for the time being ſhall procure the ſame to be diſcuſſed and determined within one month from the day ſuch complaint ſhall be ſo lodged as aforeſaid; and whatſoever end, order, or determination the ſaid Committee, or ſuch collector as aforeſaid, ſhall within the time in that behalf aforeſaid make, or procure to be made, between the ſaid Harry Verelſt, James Lawrell, Henry Goodwin, and James Aſhburner, their executors or adminiſtrators, and ſuch other party

party of, for, and about the premiſes, or any part thereof, they the ſaid Harry Verelſt, James Lawrell, Henry Goodwin, and James Aſhburner, do hereby for themſelves, their executors and adminiſtrators, covenant, promiſe, and agree to, and with the ſaid Committee and their ſucceſſors, and ſuch other party, to ſtand to, abide by, perform, and keep the ſame, without any further ſuit or trouble whatſoever. And it is alſo hereby further covenanted and agreed by and between all the ſaid parties to theſe preſents, that in caſe any diſpute, doubt, ſtrife, or variance ſhould hereafter happen or ariſe between them, the ſaid Harry Verelſt, James Lawrell, Henry Goodwin, and James Aſhburner, their executors and adminiſtrators, and the ſaid Committee or their ſucceſſors, or the ſaid proprietors and their ſucceſſors, or any of them, of, for, or concerning theſe preſents, or any covenant, grant, clauſe, matter, or thing herein contained, or the execution thereof, or any otherwiſe concerning the ſaid trade or buſineſs of making ſalt as aforeſaid, that then and in that caſe, the ſaid Committee and their ſucceſſors, or the ſaid proprietors or their ſucceſſors, and they the ſaid Harry Verelſt, James Lawrell, Henry Goodwin, and James Aſhburner, their executors or adminiſtrators, ſhall, within two months after any ſuch diſpute, doubt, ſtrife, or controverſy ſhall ſo ariſe as aforeſaid, appoint two indifferent perſons as abitrators, who are to decide and adjuſt the ſame within the ſpace of one month next after their appointment as aforeſaid; and in caſe the ſaid two arbitrators cannot ſettle and determine ſuch diſpute, then they the ſaid arbitrators ſhall appoint one other indifferent perſon as umpire, who ſhall ſettle, decide, determine, and adjuſt the ſame within the ſpace of one month from his ſaid appointment as aforeſaid. And whatſoever order, ſentence, or decree, the ſaid two arbitrators, or the ſaid umpire ſo to be appointed as aforeſaid, ſhall within the limited time aforeſaid make in or about the premiſes, or any part thereof, all they the ſaid parties to theſe preſents do hereby, for themſelves and their ſucceſſors, their heirs, executors, and adminiſtrators, and each and every of them, covenant, promiſe, and agree to ſtand to, abide by, perform, fulfill, and keep the ſame accordingly, without any other or further ſuit or trouble whatſoever. AND, LASTLY, they the ſaid Harry Verelſt, James Lawrell, Henry Goodwin, and James Aſhburner, do hereby bind and oblige themſelves, their heirs, executors, and adminiſtrators, jointly to the ſaid Committee and their ſucceſſors for the time being, in the *penal ſum of eighty thouſand rupees*, for the true and faithful performing, fulfilling, obſerving, and keeping all and every the covenants, grants, articles, and agreements herein before contained, and

which

which by them are or ought to be performed, fulfilled, obſerved, and kept as aforeſaid."

In Witneſs, &c."

N° XLIII.

COPY of a Deed of Aſſignment, or Sale, whereby the Right Honourable *Robert Lord Clive* ſells to ſundry Gentlemen of the Council at Calcutta, his Five Shares in the public Monopoly of Salt, &c. and alſo his Share in a private Society, in Partnerſhip with *William Brightwell Sumner*, *Harry Verelſt*, and *Francis Sykes*, Eſquires, for Thirty-two thouſand Pounds Sterling.

" KNOW ALL MEN by theſe preſents, THAT WHEREAS I Robert Lord Clive, Baron Clive of Plaſſey, in the kingdom of Ireland, Knight Companion of the Moſt Honourable Order of the Bath, and Preſident and Governor of Fort-William in Bengal, in the Eaſt Indies, am truly and juſtly intereſted in and entitled unto five ſhares, or proportions, in the joint ſtock in the trade of ſalt, beetle-nut, and tobacco, produced or to be produced within the provinces of Bengal, Bahar, and Oriſſa, in the Eaſt Indies aforeſaid, and to all ſuch profits, proceeds, and advantages as ſhall ariſe or accrue from the ſame; AND alſo juſtly entitled to one quarter-part, or ſhare, of an adventure of ſalt in company with William Brightwell Sumner, Harry Verelſt, and Francis Sykes, of Calcutta aforeſaid, Eſquires, amounting, as per contract purchaſes, to 497,001 maunds of Calcutta, little more or leſs, now under the management and direction of the ſaid Harry Verelſt; and likewiſe to one-third part, or ſhare, of an adventure of 40,000 maunds of ſalt, in company with General John Carnac and the ſaid Harry Verelſt, bought of Meſſrs. James Aſhburner and William Majendie, to be delivered at Now THESE PRESENTS WITNESS, that I the ſaid Robert Lord Clive, for and in conſideration of the ſum of *thirty-two thouſand pounds of lawful money of Great Britain, to me in hand paid* by the ſeveral perſons, and in the ſeveral ſums, ſhares, or proportions hereafter mentioned, that is to ſay, by the ſaid Harry Verelſt, Francis Sykes, and Alexander Campbell, of Calcutta aforeſaid, Eſquires, the ſum of 8000 l. each, and by Claud Ruſſel and Thomas Kelſall, of the ſame place, Eſquires, the ſum of 4000 l. each, the receipt of which ſaid ſeveral ſums I do hereby acknowledge,

knowledge, have aſſigned, transferred, and made over, and by theſe preſents do aſſign, transfer, and make over unto the ſaid Harry Verelſt, Francis Sykes, Alexander Campbell, Claud Ruſſel, and Thomas Kelſall, their executors, adminiſtrators, and aſſigns, all and every the profits, proceeds, or advantages ariſing, or which ſhall or may ariſe or accrue on my aforeſaid five ſhares or parts of the ſaid joint ſtock in trade of ſalt, beetle-nut and tobacco, produced or to be produced in the provinces aforeſaid, for the term of two years, commencing from the day of laſt paſt. And alſo all the profits, proceeds, and advantages ariſing, or which ſhall or may ariſe or accrue on that ſaid one quarter-part or ſhare in the ſaid adventure of 497,001 Calcutta maunds of ſalt, in company with the ſaid William Brightwell Sumner, Harry Verelſt, and Francis Sykes; and likewiſe all the profits, proceeds, and advantages ariſing, or to ariſe on my ſaid one-third-part or ſhare in the ſaid adventure of 40,000 maunds of ſalt, in company with the ſaid John Carnac and Harry Verelſt as aforeſaid, and all and every part thereof; and alſo all the benefits, proceeds, and advantages ariſing therefrom, and which now are, or at any time or times hereafter ſhall become due or payable for the ſame, and all my eſtate, right, title, intereſt, claim, and demand whatſoever, of, in, or to the ſame, or any part thereof, TO HAVE AND TO HOLD the ſaid profits, proceeds, and advantages ariſing, or which ſhall or may ariſe on my ſaid five ſhares or proportions of the ſaid joint ſtock in trade of ſalt, beetle-nut and tobacco, produced or to be produced in the ſaid provinces, during the term of two years as aforeſaid, unto the ſaid Harry Verelſt, Francis Sykes, Alexander Campbell, Claud Ruſſel, and Thomas Kelſall, their executors, adminiſtrators, and aſſigns, to their own proper uſe and behoof for ever. AND ALSO to have and to hold all and every the profits, proceeds, or advantages ariſing on my ſaid one quarter-part, or ſhare, in the adventure of 497,001 maunds of ſalt, in company with William Brightwell Sumner, Harry Verelſt, and Francis Sykes, as aforeſaid; and likewiſe all and every the profits, proceeds, and advantages ariſing on my ſaid one-third part, or ſhare, in an adventure of 40,000 maunds of ſalt, in company with the ſaid John Carnac and Harry Verelſt, bought of James Aſhburner and William Majendie, as aforeſaid; and all and every part and parcel thereof, unto the ſaid Harry Verelſt, Francis Sykes, Alexander Campbell, Claud Ruſſell, and Thomas Kelſall, their executors, adminiſtrators, and aſſigns, to their own proper uſe and behoof for ever. And I the ſaid Robert Lord Clive, for my executors and adminiſtrators, do hereby covenant, grant, and agree to and with the ſaid Harry Verelſt, Francis Sykes, Alexander Campbell, Claud

Claud

Claud Ruſſell, and Thomas Kelſall, their executors, adminiſtrators, and aſſigns, that they the ſaid Harry Verelſt, Francis Sykes, Alexander Campbell, Claud Ruſſell, and Thomas Kelſall, their executors, adminiſtrators, and aſſigns, ſhall and may, from time to time, and at all times hereafter, lawfully, peaceably, and quietly have, hold, receive, take, and enjoy, to their own proper uſe and behoof, all the ſaid profits, proceeds, and advantages ariſing on my ſaid five ſhares in the joint ſtock in trade of ſalt, beetle-nut and tobacco, produced or to be produced in the ſaid provinces of Bengal, Bahar, and Oriſſa, for the term of two years as aforeſaid. And alſo all the ſaid profits, proceeds, and advantages ariſing on my ſaid one quarter-part, or ſhare, in the ſaid adventure of 497,001 maunds of ſalt, in company with William Brightwell Sumner, Harry Verelſt, and Francis Sykes, as aforeſaid. And likewiſe the profits, proceeds, and advantages ariſing on my ſaid one-third part, or ſhare, in the ſaid adventure of 40,000 maunds of ſalt, in company with General John Carnac and Harry Verelſt, Eſquires, as aforeſaid, and of all and every part and parcel thereof, without any lawful let, ſuit, trouble, moleſtation, or interruption of or by me the ſaid Robert Lord Clive, my executors, or adminiſtrators, or any other perſon or perſons whatſoever, lawfully claiming or to claim, by, from, or under me, them, or any of them, or by any or either of our acts, means, or procurements. AND the ſaid Robert Lord Clive DOTH hereby, for himſelf, his executors and adminiſtrators, covenant, promiſe, and agree to and with the ſaid Harry Verelſt, &c. their executors, adminiſtrators, and aſſigns, that in caſe any order or direction ſhould be iſſued by the Honourable Directors of the Eaſt India Company in England, by which the ſaid joint trade of ſalt, beetle-nut and tobacco ſhall be ſtopped, or any hindrance or interruption made to the carrying on of the ſame, then and in that caſe, the ſaid Robert Lord Clive is to allow and pay to the ſaid Harry Verelſt, &c. their attornies, executors, adminiſtrators, or aſſigns, ſuch reaſonable allowance or profits on the above-aſſigned parts, ſhares, and proportions, as ſhall be ſettled by them the ſaid Robert Lord Clive and Harry Verelſt, &c. or by arbitrators to be by them appointed for that purpoſe. AND the ſaid Harry Verelſt, &c. for themſelves, their executors, adminiſtrators, and aſſigns, do hereby covenant, promiſe, and agree to be anſwerable and accountable to the ſaid Robert Lord Clive, his executors or adminiſtrators, for all ſuch advances, principal ſum or ſums of money, that he hath made, or ſhall hereafter make, on account of his ſaid five ſhares in the ſaid joint ſtock in trade of ſalt, beetle-nut, and tobacco aforeſaid, or of, for, or on account of his ſaid one quarter-part, or

ſhare,

ſhare, in the ſaid adventure of 497,000 maunds of ſalt, in company with William Brightwell Sumner, Harry Verelſt, and Francis Sykes, or on account of his one third-part, or ſhare, in the adventure of 40,000 maunds of ſalt, in company with General John Carnac and Harry Verelſt, Eſquire, as aforeſaid, the profits of the ſaid ſeveral parts, or ſhares, being only hereby intended to be aſſigned and made over."

In witneſs, &c.

N° XLIV.

— — — — — — *Indenture*, or Deed of *Indemnity*; whereby the Right Honourable *Robert Lord Clive* and the Gentlemen of the *Committees* and *Council* at *Calcutta*, engage NOT to obey the orders of the *Court of Eaſt India Directors*, reſpecting the SALT MONOPOLY: and to *ſtand by*, and *indemnify* each other for ſuch DISOBEDIENCE.

"THIS INDENTURE, made the day of October, in the fifth year of the reign of, &c. and in the year of our Lord 1765, between the Right Honourable *Robert Lord Clive*, Baron of Plaſſey in the kingdom of Ireland, Knight Companion of the Moſt Honourable Order of the Bath, and Preſident and Governor of Fort William at Bengal, in the Eaſt Indies, *William Brightwell Sumner*, *Brigadier General John Carnac*, *Charles Stafford Playdell*, *Harry Verelſt*, *Francis Sykes*, *John Cartier*, *Randolph Marriott*, *Hugh Watts*, *Aſcanius William Senior*, *Samuel Middleton*, *Ralph Leyceſter*, and *George Gray*, being the Council of Fort William aforeſaid, Eſquires, for and on behalf of the Court of Directors of the Honourable the United Eaſt India Company of Merchants of England trading to the Eaſt Indies, *on the one part*, and the ſaid *William Brightwell Sumner*, *Harry Verelſt*, *Ralph Leyceſter*, and *George Gray*, being a committee nominated, conſtituted, and appointed by the proprietors entitled to the excluſive joint trade of ſalt, beetle-nut and tobacco, produced and to be produced in the provinces of Bengal, Bahár and Oriſſa, for the better conducting, managing, and carrying on the ſaid trade, *on the other part*. WHEREAS in and by a certain deed or inſtrument in writing, bearing date the 18*th day of September* 1765,

and made or mentioned to be made BETWEEN the ſaid *proprietors* to the ſaid joint trade *on the one part*, and the above-named *William Brightwell Sumner, Harry Verelſt, Ralph Leyceſter*, and *George Gray on the other part*, IT IS WITNESSED, amongſt other things, that in order for the better carrying on and managing the ſaid joint trade in a *beneficial manner*, and *moſt* for the benefit and advantage of the ſaid *proprietors*, it was and is agreed by and between the parties in the ſaid deed mentioned, that the ſaid excluſive joint trade and merchandize ſhould, from and after the 18*th day of September* 1765, be conducted, managed, tranſacted, and carried on, by them the ſaid William Brightwell Sumner, Harry Verelſt, Ralph Leyceſter and George Gray, conſtituting a committee for the management thereof, but with their proper monies, and at the joint riſk and hazard, and for the joint account, uſe and benefit of all the ſaid proprietors, their ſeveral and reſpective executors and adminiſtrators, in the ſeveral proportions therein ſet forth. And it was and is alſo further agreed, by and between the ſaid parties, that the form and ſignature under which the ſaid excluſive joint trade and merchandize ſhould be conducted and carried on, ſhould be the ſign manual of them the ſaid William Brightwell Sumner, Harry Verelſt, Ralph Leyceſter and George Gray, and their ſucceſſors for the time being, conſtituting a committee as aforeſaid, together with the ſeal of the ſociety of trade, with full power and authority to the ſaid William Brightwell Sumner, Harry Verelſt, Ralph Leyceſter and George Gray, and their ſucceſſors, to uſe the ſame, from the ſaid 18th day of September 1765, until the ſaid excluſive joint trade and merchandize ſhould ceaſe and be no longer carried on for the uſe of the ſaid proprietors, as in and by the ſaid deed, reference being thereunto had, will more fully and at large appear. NOW THIS INDENTURE WITNESSETH, That in conſideration of the ſaid William Brightwell Sumner, Harry Verelſt, Ralph Leyceſter, and George Gray, taking upon themſelves the ſole management and conduction of the ſaid joint trade, on behalf of the ſaid proprietors, and having laid out and expended large ſums of money to carry on the ſame, and in order to enforce the execution of all and every the covenants, clauſes, grants, articles and agreements in the before recited deed mentioned and contained, as the ſame are therein reſpectively expreſſed; and alſo, in conſideration of the duties or cuſtoms that ſhall or may ariſe or accrue by reaſon of the carrying on the ſaid excluſive joint trade of ſalt, beetle-nut and tobacco, according to the true intent and meaning of the ſaid herein before recited deed, to be paid to them the ſaid Robert Lord Clive, William Brightwell Sumner, John Carnac, Charles

Charles Stafford Playdell, Harry Verelſt, Francis Sykes, John Cartier, Randolph Marriott, Hugh Watts, Aſcanius William Senior, Samuel Middleton, Ralph Leyceſter, and George Gray, as Preſident and Council of Fort William aforeſaid, for and on account of the ſaid Honourable the United Eaſt India Company, by them the ſaid William Brightwell Sumner, Harry Verelſt, Ralph Leyceſter, and George Gray, and their ſucceſſors, conſtituting a committee as aforeſaid, for and on account of the proprietors entitled to the ſaid excluſive joint trade and merchandize in the proportions hereafter mentioned; that is to ſay, 35 per cent. on ſalt, each 100 maunds to be valued and reckoned at 90 rupees; the ſum of 50 per cent. upon beetle-nut, to be valued and reckoned at prime coſt; and the ſum of 25 per cent. on tobacco, to be valued and reckoned at the prime coſt; and alſo, *that the ſaid joint trade and merchandize may not ceaſe or be diſſolved before the expiration of the term in the ſaid recited deed mentioned, or any hindrance or ſtoppage be put to the ſame,* the ſaid Robert Lord Clive, as Preſident, and the ſaid William Brightwell Sumner, John Carnac, Charles Stafford Playdell, Harry Verelſt, Francis Sykes, John Cartier, Randolph Marriott, Hugh Watts, Aſcanius William Senior, Samuel Middleton, Ralph Leyceſter, and George Gray, as Council of Fort William aforeſaid, for or on behalf of the ſaid Court of Directors of the Honourable the United Eaſt India Company aforeſaid, do hereby, for themſelves and their ſucceſſors, their executors and adminiſtrators, covenant, promiſe, and agree, to and with the ſaid William Brightwell Sumner, Harry Verelſt, Ralph Leyceſter, and George Gray, and their ſucceſſors, their heirs, executors, and adminiſtrators, that *provided any order or direction ſhould iſſue or be made by the ſaid Court of Directors in England, thereby ordering and directing the ſaid excluſive joint trade and merchandize to be diſſolved or put to an end, or that may hinder and ſtop the carrying on the ſame or any part thereof, or contain any thing contrary to the covenants, clauſes, grants, articles, or agreements in the ſaid before-recited deed* mentioned and contained, or any of them; ſo that the ſame may thereby become void and of none effect, *then, and in that caſe,* they the ſaid Robert Lord Clive, as Preſident, William Brightwell Sumner, John Carnac, Charles Stafford Playdell, Harry Verelſt, Francis Sykes, John Cartier, Randolph Marriott, Hugh Watts, Aſcanius William Senior, Samuel Middleton, Ralph Leyceſter, and George Gray, as Council of Fort William, aforeſaid, *ſhall and will well and truely ſave harmleſs and keep indemnified* them the ſaid William Brightwell Sumner, Harry Verelſt, Ralph Leyceſter, and George Gray, and all the proprietors entitled or to be entitled to the ſaid joint trade,

and their ſucceſſors, their executors and adminiſtrators; *and alſo ſhall and will (notwithſtanding any order or direction to be iſſued to the contrary as aforeſaid) keep up, continue and enforce, or cauſe to be kept up, continued and enforced, the ſaid excluſive joint trade and merchandize, for the term of one year, to commence from the* 18th day of September 1765, and expire on the 18th day of September 1766, according to the true intent and meaning of the ſaid before-recited deed, and of all the parties thereto; as if the ſaid order and direction *had never been made or iſſued.* And further, that the ſaid Robert Lord Clive, William Brightwell Sumner, John Carnac, Charles Stafford Playdell, Harry Verelſt, Francis Sykes, John Cartier, Randolph Marriott, Hugh Watts, Aſcanius William Senior, Samuel Middleton, Ralph Leyceſter, and George Gray, and their ſucceſſors, as Preſident and Council aforeſaid, ſhall and *will allow unto them* the ſaid William *Brightwell Sumner,* Harry Verelſt, Ralph Leyceſter, and George Gray, and their ſucceſſors, conſtituting a Committee as aforeſaid, *full and ſufficient time after the expiration of the ſaid term of one year as aforeſaid, to ſell, vend, and diſpoſe of all ſuch goods and merchandize belonging to the ſaid joint trade and concern as ſhall at that time remain on their hands unſold and not diſpoſed of, and alſo to collect and gather in all ſuch ſum or ſums of money as ſhall be any ways due or owing unto them the ſaid* William Brightwell Sumner, Harry Verelſt, Ralph Leyceſter and George Gray, or their ſucceſſors, on account of the ſaid proprietors and joint trade aforeſaid, and to ſettle and adjuſt all books and accounts belonging to and concerning the ſame. And the ſaid William Brightwell Sumner, Harry Verelſt, Ralph Leyceſter and George Gray, do hereby, for themſelves and the reſt of the proprietors entitled to the ſaid excluſive joint trade and merchandize of ſalt, beetle-nut and tobacco, as aforeſaid, and their ſucceſſors, covenant, promiſe, and agree to and with the ſaid Robert Lord Clive, William Brightwell Sumner, John Carnac, Charles Stafford Playdell, Harry Verelſt, Francis Sykes, John Cartier, Randolph Marriott, Hugh Watts, Aſcanius William Senior, Samuel Middleton, Ralph Leyceſter and George Gray, as Preſident and Council of Fort William aforeſaid, and their ſucceſſors for the time being, that they the ſaid William Brightwell Sumner, Harry Verelſt, Ralph Leyceſter and George Gray, conſtituting a committee as aforeſaid, and their ſucceſſors from time to time, ſhall and will well and truely pay and diſcharge the duties and cuſtoms of the ſaid articles of ſalt, beetle-nut and tobacco, at and after the rate herein before mentioned and expreſſed of and concerning the ſame, to the Right Honourable the Preſident and Council of Fort

Fort William aforeſaid, and their ſucceſſors, or to whom they ſhall from time to time direct and appoint to receive the ſame. And they the ſaid Robert Lord Clive, John Carnac, Charles Stafford Playdell, Francis Sykes, Randolph Marriott, Hugh Watts, Aſcanius William Senior, Samuel Middleton, Ralph Leyceſter, and George Gray, do hereby bind and oblige themſelves, and their ſucceſſors, their executors and adminiſtrators, jointly unto them the ſaid William Brightwell Sumner, Harry Verelſt, Ralph Leyceſter and George Gray, on behalf of themſelves and the ſaid proprietors, in the penal ſum of three hundred thouſand pounds Sterling, for the true and faithful obſerving, performing, fulfilling, and keeping all and every the covenants herein contained, and which on their parts and behalfs are or ought to be performed, obſerved, fulfilled, and kept as aforeſaid."

In witneſs, &c."

N° XLV.

COPY of the *Proceedings* of the *Mayor's Court* of CALCUTTA on the *1ſt of October*, 1766, upon an INDENTURE and AFFIDAVIT of the Right Honourable Robert LORD CLIVE, which were carried in *ſolemn* proceſſion, by the COUNCIL and a numerous train of INHABITANTS to the ſaid COURT, to be there EXECUTED, SWORN TO, and RECORDED.

MAYOR's COURT of CALCUTTA, at FORT WILLIAM in BENGAL.

AT A COURT held on Wedneſday the *firſt day of October*, in the ſixth year of the Reign of our Sovereign Lord George the Third, by the Grace of God, of Great Britain, France, and Ireland, King, Defender of the Faith, &c. and in the year of Our Lord *one thouſand ſeven hundred and ſixty-ſix*;

Preſent:

Preſent,

James Liſter, Eſquire, Mayor,

Meſſieurs { Robert Dobinſon, Thomas Woodward, Cornelius Goodwin, David Killican, Mathew Miller, Thomas French, George Lear and Joſeph Jekyll, } Aldermen.

This being *the day appointed for* the Right Honourable Robert LORD CLIVE, who now is Governor or Preſident of Fort William in Bengal aforeſaid, *to take an Oath, or make an Affidavit* in the ſaid Court, *and execute a Deed*, or Covenant, in a large penalty, which are expected and intended to be taken or ſworn to, and renewed or executed by all future Governors or Preſidents of Fort William in Bengal aforeſaid.

The ſaid Right Honourable Robert LORD CLIVE appeared in the ſaid Court, *attended by General John Carnac, Harry Verelſt, Hugh Watts, Randolph Marriot, Claud Ruſſell, Thomas Rumbold, William Alderſey, Thomas Kelſall, and Charles Ffloyer*, Eſquires, *and other Covenanted Servants* of the Honourable Company of Merchants of England trading to the Eaſt Indies, *and other principal* * *inhabitants* of Calcutta aforeſaid; and then and there produced a certain Deed, or Writing, which is contained in the following words; that is to ſay,

* The Proceſſion, conſiſting of at leaſt *one hundred and fifty people*, including the Gentlemens attendants which accompanied this Deed and Affidavit to the Mayor's Court, and the profeſſions of diſintereſtedneſs which were on ſo many occaſions made by the Governor and Secret Committee of Bengal, perhaps equal any thing that is to be found in the Church of Rome, and is ſcarce exceeded by any act of Oliver Cromwell's Adminiſtration, as recorded by the elegant pen of *David Hume*, Eſquire, in his Hiſtory of Great Britain, wherein many ſtriking Inſtances are to be found exactly parallel to ſeveral tranſactions of the Bengal Government during this period.

The uſual proceedings of the ſupreme Court of Juſtice were thereon put a ſtop to, and the regularity of its records infringed for the oſtentatious reception of an Affidavit, and the execution of a Deed, which if really neceſſary, might have been as effectually performed by an Attorney of the Court before one of the Judges.

THIS

THIS INDENTURE, made *the first day of October*, in the sixth year of the reign of our Sovereign Lord George the Third, by the Grace of God, of Great Britain, France and Ireland, King, Defender of the Faith, &c. and in the year of our Lord *one thousand seven hundred and sixty-six*, BETWEEN the United Company of Merchants of England trading to the East Indies, *on the one part*, and Robert LORD CLIVE, Baron Clive of Plassey in the Kingdom of Ireland, President and Governor of Fort William in the Kingdom of Bengal, *on the other part*, WITNESSETH, That *in consideration of* the said Robert *Lord Clive's being President* and Governor of Fort William, and *in consideration of* the several sum and sums of money to be received by him the said *Robert Lord Clive*, in manner following; that is to say, the sum of * *one and one-eighth per cent.* upon the revenues of BENGAL, BAHAR, and ORISSA, (save and except the revenues of the lands of the said United Company at *Calcutta*, *Burdwan*, *Midnapore* and *Chittigong*) to be paid unto him in monthly, quarterly, or yearly payments, during the time he shall continue to be President and Governor of Fort William aforesaid; *and also in consideration of his Salary, stated Allowances and Commission upon the Mint, Coral, and upon Freight Goods*; the said Robert Lord Clive doth hereby for himself, his heirs, executors and administrators, covenant, promise and agree to and with the said United Company, and their successors, that he, the said Robert Lord Clive, *during the time he shall continue to be President* and Governor of Fort William aforesaid, *shall not directly nor indirectly*, upon any Pretence or Pretext whatsoever, *carry on, or use, or exercise any Trade or Commerce* in the way of a Merchant, or otherwise traffic, adventure, or trade in any commodities whatsoever at, to, in, or from the East Indies, China, Persia, or Mocha, or in any part thereof or elsewhere between the Cape of Good Hope and the Streights of Magellan, either on his own account, or in company with or for, or on account of any other person or persons in any article of Merchandize whatsoever, (save and except for the benefit of the English East India Company, and *except in such goods and merchandizes as shall be remaining on hand and unsold at the*

* Without impeaching his Lordship's disinterestedness on other occasions, we must remark, that at this time his engaging not to trade in consideration of a commission *of one and one eighth per cent.* upon the Revenues, together with the other benefits he reserved to himself, was no sacrifice. His Lordship had determined to come home to Great Britain soon after, and actually left Bengal for that purpose early in January 1767. And the annual Commission agreed for, of *one and one-eighth per cent* upon Sicca Rupees 21,159,245 (the Revenues herein specified. See Chap. 12th, page 153) amounts to no less a sum than near 30,000 pounds sterling; the benefits of which his Lordship is said to have claimed, or received for several months after his resigning the Government, by stipulation with his successor.

time

time he the ſaid Robert Lord Clive *commenced Preſident* and Governor of Fort William, *and wherein he now hath any ſhare* or intereſt, which only he ſhall or may ſell, or diſpoſe of, or give commiſſions or directions for ſelling the ſame, *and further ſave and except*; and it is the true intent and meaning hereof, that nothing herein contained ſhall extend, or be conſtrued to extend to prevent, preclude, or hinder him, the ſaid Robert Lord Clive, from *purchaſing diamonds or other precious ſtones*, provided he does not diſpoſe of the ſame by way of barter, or ſale, here or in any other part of the Eaſt Indies, *or from ſending or remitting his eſtate and fortune to England by bills, or in any other ſhape whatſoever*; nor barter, ſell, or exchange any kind of goods, wares, or merchandizes, nor accept from, nor give to any perſon or perſons commiſſions for managing or tranſacting buſineſs, or affairs of merchandize (except as before is excepted). AND the ſaid Robert Lord Clive doth hereby further covenant, promiſe and agree to and with the ſaid United Company and their ſucceſſors, that the ſaid *Robert Lord Clive ſhall not*, nor will himſelf, nor ſhall wittingly or willingly permit or ſuffer any other perſon or perſons in his name, or to his uſe, to advance, *lend*, or place out *any ſum or ſums of money at a greater rate, premium, or intereſt than* 10 *per cent. per annum*; ſo that the leaſt intereſt, ſhare, portion, or dividend, or any other profit, advantage, or emolument whatſoever, ſhall in reſpect thereof exceeding the ſaid premium, or intereſt of 10 per cent. per annum, as aforeſaid, ariſe, or accrue unto him, the ſaid Robert Lord Clive, his heirs, executors, or adminiſtrators; or unto any other perſons whatſoever, through friendſhip, favour, or influence exerted by him in their behalf, contrary to the true intent and ſpirit of the oath hereunto annexed. AND *the ſaid Robert Lord Clive* doth hereby further covenant and agree, that he *ſhall not*, nor will upon any account or pretence whatſoever, *directly or indirectly accept*, take, or receive, nor knowingly, wittingly, or willingly ſuffer *or permit to be accepted*, taken, or received, by any perſon or perſons for his uſe or in truſt for him, his heirs, executors, and adminiſtrators; or for any other perſon or perſons whatever, out of perſonal friendſhip to them, or regard to his own intereſt, directly or indirectly; *any jewels, effects, ſum, or ſums of money, whether by bonds, bills, notes, obligations, or otherwiſe, or accept* of, retain, or keep any fee, gratuity, or reward in jewels, effects, money, obligations, or promiſes or aſſurances of money in writing of any nature, or other thing whatſoever which has been heretofore depoſited for ſervices promiſed to be performed, or favours to be received, or which ſhall hereafter be depoſited, lent, received, or paid into his hands or cuſtody, or

into

into the hands or cuſtody of any other perſon or perſons in truſt for him, nor knowingly permit or ſuffer any other perſon or perſons to receive, take, or accept of the ſame or any part thereof *by his authority or influence* from any King, Prince, Vizier, Munſubdár, Nabôb, Dewân, Fowzdár, Zemindár, or from any other perſon or perſons, natural-born ſubjects of the Eaſt Indies, China, Perſia, or Mocha, of what degree, nomination, or quality ſoever; or from any ſervant, agent, or council of any King, Prince, Vizier, Munſubdár, Nabôb, Dewân, Fouzdár, or Zemindár, exceeding the value or amount ſpecified in the covenants with the ſaid United Company. AND the ſaid Robert *Lord Clive doth* further covenant and *agree, that no other emolument* or advantage whatſoever (excepting as herein excepted) ſhall in any wiſe howſoever, directly or indirectly, ariſe or accrue to him, his heirs, executors, or adminiſtrators, or to any other perſon whatſoever, through favour or friendſhip either from his office or for, or by reaſon or means of the influence or authority he may have, as Preſident and Governor; *nor will he*, the ſaid Robert Lord Clive, *receive, or knowingly permit any other perſon to receive any fee, gratuity, or advantage* from the diſpoſal of any place, employment, or office to any European or any other perſon whatever, in or out of the Company's ſervice. AND *in order to a diſcovery* to, and ſatisfaction for any actings or doings of the ſaid Robert Lord Clive, or breach of any covenant, clauſe, article, or agreement herein contained, contrary to the true intent and meaning hereof; *It is hereby agreed, that it ſhall* and may *be lawful* to and *for the ſaid United Company, and their ſucceſſors, to exhibit, or file any bill*, or bills of complaint of diſcovery in his Majeſty's Court of *Chancery, or Exchequer* at Weſtminſter, or *by three or more of the Council* at Fort William for the time being, on behalf of the ſaid United Company, *in the Honourable the Mayor's Court* for the town of Calcutta at Fort William aforeſaid, or *by any other perſon* or perſons whatſoever, againſt him, the ſaid Robert Lord Clive, his executors and adminiſtrators, whereunto the ſaid Robert Lord Clive doth hereby agree, that he will not demur, nor plead in bar of the diſcovery, or relief ſought by ſuch bill or bills, that hereby he is, may or ſhall become liable to any penalty or forfeiture, by force of any law, or ſtatute, bond, covenant, agreement, or otherwiſe howſoever; but ſhall make, and put in a full and perfect anſwer, or anſwers to all the parts thereof, and ſhall not in ſuch anſwer, or anſwers inſiſt upon any penalty, forfeiture, law or ſtatute, bond, covenant or agreement, or alledge any matter whatſoever whereby to prevent, bar, or preclude the ſaid Company, or any other perſon, or perſons from the diſcovery or relief ſought, or to be ſought by ſuch bill, or bills as aforeſaid. AND

for the true, full, and faithful performance of every article, clauſe, promiſe, covenant and agreement herein contained, and the true intent and meaning thereof, on the part and behalf of the ſaid Robert Lord Clive, he the ſaid Robert Lord Clive doth hereby bind and oblige himſelf, his heirs, executors and adminiſtrators, unto the ſaid United Company and their ſucceſſors, *in the penal ſum of* £.150,000 of lawful money of Great Britain, to be recovered in caſe the ſaid Robert Lord Clive ſhall act contrary to the true intent and meaning of theſe preſents; *one third part* of the ſaid ſum of one hundred and fifty thouſand pounds ſterling *to be paid* and be payable *unto ſuch perſon* or perſons *as ſhall ſue for the ſame*, after information and full proof ſhall be made thereof in the Court of Chancery, Exchequer, or the Mayor's Court at Calcutta, OR BEFORE THE COURT OF DIRECTORS OF THE SAID UNITED COMPANY AND THEIR SUCCESSORS, or before the Council at Fort William aforeſaid; and the remaining two-thirds, part thereof ſhall be paid to, and for the uſe of the ſaid United Company and their ſucceſſors. IN WITNESS whereof, the Preſident and Council of Fort William, in behalf of the ſaid United Eaſt India Company, have hereunto ſet their hands, and the ſeal of the ſaid Company on the one part, and the ſaid Robert Lord Clive has ſet his hand and ſeal on the other part, this *firſt day of October*, in the year of our Lord *One thouſand ſeven hundred and ſixty-ſix*.

Signed CLIVE. L. S.

Signed, ſealed, and delivered, in Calcutta the day and year above-written, (where no ſtampt paper is to be had) in the preſence of us,

Alexander Campbell,
Henry Strachey,
William Wynne,

Clive,

JOHN CARNAC,
HARRY VERELST,
RANDOLPH MARRIOTT,
HUGH WATTS,
CLAUD RUSSELL,
THOMAS RUMBOLD,
WILLIAM ALDERSEY,
THOMAS KELSALL,
CHARLES FFLOYER.

AND

AND *at the ſame time* he the ſaid Robert *Lord Clive produced a certain Affidavit*, or Oath in writing, annexed to the before-mentioned Deed or Writing, which is contained in the following words; that is to ſay,

IN THE HONOURABLE THE MAYOR'S COURT for the Town of Calcutta in BENGAL.

I ROBERT LORD CLIVE, Preſident and Governor of Fort William in the Kingdom of Bengal, in the Eaſt Indies, do voluntarily of my own free will and accord, moſt ſolemnly and ſincerely ſwear, teſtify and depoſe, in the preſence of Almighty God, *that I will not from this time forward, during my continuance as Preſident*, or Governor of Fort William, directly or indirectly carry on, uſe, or *exerciſe any Trade* or Commerce in the way of a merchant, or otherwiſe traffic, adventure, or trade in any commodities whatſoever, at, to, in, or from the Eaſt Indies, China, Perſia, or Mocha, or in any part thereof, or elſewhere between the Cape of Good Hope and the Streights of Magellan; either on my own account, or in company with, or on account of any other perſon, or perſons, in any arrticle of Merchandize whatſoever, (ſave and except for the benefit of the Engliſh Eaſt India Company, and *except in ſuch goods and merchandizes as ſhall be remaining on hand*, and unſold *at the time I commenced* Preſident and Governor of Fort William, *and wherein I now have any ſhare* or intereſt, which only I ſhall or may ſell or diſpoſe of, or give commiſſions or directions for the ſelling the ſame; and further, ſave and except, and it is the true intent and meaning hereof, that *nothing herein contained ſhall extend or be conſtrued to* extend, to prevent, preclude, or *hinder me from purchaſing diamonds, or other precious ſtones*, provided I do not diſpoſe of the ſame by way of barter or ſale here, or in any other part of the Eaſt Indies, *or from ſending or remitting my eſtate and fortune to England by bills or in any other ſhape whatſoever)*; and that I will not directly or indirectly from henceforward *during my continuance as Preſident*, or Governor of Fort William, *advance, lend, or place out*, nor wittingly or willingly permit or ſuffer any other perſon or perſons in my name, or to my uſe, to advance, lend, or place out *any ſum or ſums of money* at any rate, premium, or intereſt, *exceeding* 10 *per cent. per annum*, ſo that the leaſt intereſt, ſhare, portion, dividend, or any other profit, advantage, or emolument whatſoever

ſhall in reſpect thereof, exceeding the premium or intereſt of ten per cent. per annum above-mentioned, ariſe or accrue unto me, my heirs, executors, or adminiſtrators, or unto any other perſon or perſons whatſoever, through friendſhip, favour, or influence exerted by me in their behalf, contrary to the true intent and ſpirit of this oath.

AND I do moſt ſolemnly ſwear, that I will not upon any account or pretence whatever, directly or indirectly, *accept, take, or receive*, nor knowingly, wittingly, or willingly ſuffer or permit to be accepted, taken or received by any perſon or perſons in truſt for me, my heirs, executors or adminiſtrators, or for any other perſon or perſons whatever out of perſonal friendſhip to them, or regard to my own intereſt, directly or indirectly, *any jewels, effects, ſum or ſums of money, whether by bonds, bills, notes, obligations, or otherwiſe*, or accept of, retain, or keep any fee, gratuity, or reward in jewels, effects, money, or obligations, or promiſes or aſſurances of money in writing of any nature, or other thing whatſoever, which has been heretofore depoſited for ſervices promiſed to be performed, or favours to be received, or which ſhall hereafter be depoſited, lent, received, or paid into my hands or cuſtody, or to any other perſons in truſt for me; nor knowingly permit or ſuffer any other perſon or perſons to receive, take, or accept of the ſame or any part thereof, by my authority or influence, from any King, Prince, Vizier, Munſubdár, Nabôb, Dewân, Fowzdár, Zemindár, or from any other perſon or perſons natural-born ſubjects of the Eaſt Indies, China, Perſia, or Mocha, of what degree, nomination, or quality ſoever; or from any ſervant, or agent, or council of any King, Prince, Vizier, Munſubdár, Nabôb, Dewân, Fowzdár, or Zemindár, exceeding the value or amount ſpecified in *our* covenants with the ſaid United Company; the full intent and meaning of this oath being, and I do moſt ſolemnly ſwear, that my full and *true intent and meaning is, that in conſideration of the ſum of one and one-eighth per cent. upon the revenues* of Bengal, Bahar, and Oriſſa, (ſave and except the revenues of the lands of the ſaid United Company at Culcutta, Burdwan, Midnapore, and Chittigong) to be paid to me in monthly, quarterly, or yearly payments, *during the time I ſhall continue to be Preſident* and Governor of Fort William; and likewiſe in conſideration of my ſalary, ſtated allowances, and commiſſion upon the mint, coral, and upon *freight goods, and* 10 *per cent. intereſt*, or premium upon any ſum or ſums of money I ſhall or may hereafter lend, advance, or place out at intereſt as before-mentioned; no other emolument or advantage whatſoever ſhall in any wiſe howſoever, directly or indirectly, ariſe or accrue unto me, my heirs, executors, or admi-

adminiſtrators, or to any other perſon whatever, through favour or friendſhip from me, either from my office, or for, or by reaſon or means of the influence and authority I may have, as Preſident and Governor of Fort William.

I FURTHER SWEAR, *that I will not myſelf* receive, *or knowingly permit any other perſon to receive any fee, gratuity, or advantage* from the diſpoſal of any place, employment, or office, to any European or any other perſon whatever, in or out of the Company's ſervice; and that I will not in any manner break through, or act in any reſpect, *during the time I ſhall continue to be Preſident* and Governor of *Fort William*, contrary to any article, covenant, clauſe, promiſe and agreement contained in, or the true intent and meaning of a certain indenture, bearing date *this firſt day of October, One thouſand ſeven hundred and ſixty-ſix*, and made, or mentioned to be made *between the ſaid United Company of the one part*, and me, *Robert Lord Clive, on the other part*, but that I will truly and faithfully perform the ſame.

So help me God,

(*Signed*) CLIVE.

SWORN IN OPEN COURT, at *Fort William*, in BENGAL, the *firſt day of October*, in the ſixth year of the reign of King George the Third.

John Holme, Regiſter.

WHEREUPON *the ſaid deed, or writing was publicly, audibly, and diſtinctly read over in the ſaid Court*; and immediately afterwards *the ſaid affidavit*, or oath in writing, was alſo publicly, audibly, and diſtinctly read over in the ſaid Court, and then and there duly taken and ſworn to by him, the ſaid Robert Lord Clive.

No. XLVI.

COPY of his MAJESTY's *Advocate*, *Attorney*, and *Solicitor* General's Report, *Auguſt* 16, 1757.

To the Right Honourable *William Pitt*, Eſquire, one of his Majeſty's Principal Secretaries of State.

SIR,

IN obedience to your commands ſignified to us by your Letter of the 19th of *July* laſt, acquainting us, That the Secret Committee of the *Eaſt India* Company had requeſted you to aſſiſt them in an application to be made to his Majeſty, for his approbation of the agreement made between his Majeſty's Admiral and officers in *India*, in regard to the diviſion of any plunder which may be made in *India*, and taken from the *Moors*, and the Company's Governor and Council at *Fort Saint George*; and that in conſequence of ſuch agreement his Majeſty will be graciouſly pleaſed to grant to the Company the moiety of the booty, which was to be depoſited till his Majeſty's royal pleaſure ſhould be known; and in the ſaid letter incloſing the Abſtracts delivered to you by the ſaid Committee, and further deſiring that we will report to you, for his Majeſty's information, our opinion, how far the King can comply with the Company's requeſt:

We have taken the ſaid agreement into our conſideration, and have herewith returned all the ſaid Extracts; and we are humbly of opinion, that this caſe does not in any part of it fall within the proviſions made by the ſtatute, of the 29th year of his Majeſty's reign, for the encouragement of ſeamen; inaſmuch as that law relates to captures made in the preſent war between his Majeſty and the French King, and has no concern with the diſputes and hoſtilities between the Eaſt India Company and the Nabôb of Bengal.

It muſt therefore be judged by general rules of law and his Majeſty's prerogative.

And we are humbly of opinion, 1ſt. That all ſuch places as are retaken, return to the old dominion; and conſequently that the town and ſettlement of Calcutta, within the former territorial limits, muſt be reſtored to the Eaſt India Company.

2d. That all ſuch places as may be newly conquered in this expedition, accrue to the ſovereign, and are veſted in his Majeſty, by right of conqueſt.

3d. That with reſpect to the moveable goods retaken, the property of all ſuch was altered by the capture, and totally loſt in the original owners, after a poſſeſſion by the enemy for a limited time; and conſequently every thing within that deſcription belongs to his Majeſty, in whoſe name, and under whoſe protection, and by the aſſiſtance of whoſe Fleet, the ſame is regained.

4th

4th. That by ſtronger reaſon, all moveables and plunder of every kind firſt taken and acquired from the enemy, either by land or ſea, are veſted in his Majeſty, ſubject to his power of diſpoſing, by virtue of his known prerogative.

Upon theſe grounds we concur in opinion, that his Majeſty, if he ſhall think fit in his Royal Wiſdom, may comply with the Company's requeſt.

Auguſt 16th, 1757.

Signed G. HAY.
C. PRATT.
C. YORKE.

Copy of a Report from his Majeſty's Advocate, Attorney, and Solicitor General.

SIR,

IN obedience to your commands ſignified to us by your letter of the 17th inſtant, acquainting us, that you had laid our report of the preceding day before his Majeſty, and that his Majeſty was graciouſly pleaſed to declare his intention of granting to the Eaſt India Company one moiety of the booty or plunder to be taken from the Moors at Bengal in the Eaſt Indies, and which had been agreed between Vice Admiral Watſon and the officers of the ſaid Company, to be depoſited till his Majeſty's pleaſure ſhould be known; and further deſiring us to report to you, what will be the moſt legal and effectual method of making ſuch grant, and directing us to prepare a warrant for that purpoſe:

We have taken the matter referred to us into conſideration, and are of opinion, that the grant intended ought to be made by letters patent under the Great Seal, as being the moſt proper and effectual method, and moſt conformable to uſage in ſimilar caſes. In conſequence of this opinion, we have prepared the draft of a warrant for the bill, and annexed the ſame to our report, with a ſpecial clauſe to prevent the grant from affecting any recaptures of the goods of private perſons, being his Majeſty's ſubjects, or others, trading in the Eaſt Indies under his Majeſty's protection; which clauſe we humbly apprehend to be agreeable to his Majeſty's equity, and to his Royal and gracious purpoſe ſignified to us by you.

All which is ſubmitted to your conſideration.

Auguſt 31ſt, 1757.

Signed GEO. HAY.
C. PRATT.
C. YORKE.

Draft

Draft of a Warrant for granting one Moiety of Booty, &c. to the Eaſt India Company.

Whereas application has been made to us, on behalf of the United Company of Merchants trading to the Eaſt Indies, repreſenting that they have been obliged to commence hoſtilities in the Eaſt Indies, againſt the Nabôb of Bengal, for the recovery of the town and ſettlement of Calcutta, taken from the ſaid Company by the forces of the ſaid Nabôb, without any juſt or lawful pretence, contrary to good faith and amity, and of the goods and valuable commodities belonging to the ſaid Company, and to many perſons trading or reſiding within the limits of the ſaid ſettlement; and that the officers and agents of the ſaid Company at Fort Saint George have concerted a plan of operations with Vice Admiral Watſon and others, the commanders of our fleet, employed in thoſe parts for regaining the ſaid town and ſettlement, and the ſaid goods and valuable commodities, and obtaining adequate ſatisfaction for their loſſes; and that it has been agreed between the officers of the ſaid Company, on the one part, and our ſaid Vice Admiral and Commanders on board our ſaid fleet on the other part, aſſembled in a council of war, that one moiety of all the plunder and booty, which ſhall be taken from the Moors, be ſet apart for the uſe of the captors; and that the other moiety thereof ſhall be depoſited till our royal pleaſure be known: and whereas the ſaid Company have humbly beſought us, in compenſation for the great damage which they have ſuſtained, and of their great expences in fitting out and preparing an expedition for the purpoſes before recited, that we will be graciouſly pleaſed to grant to the ſaid Company, and their ſucceſſors, all that moiety or part of the plunder and booty agreed to be depoſited as aforeſaid: we being willing and deſirous, in conſideration of the premiſes, to condeſcend to their requeſt, our will and pleaſure is, that you forthwith prepare a bill for our royal ſignature, to paſs our great ſeal of Great Britain, containing our grant unto the ſaid United Company of Merchants trading to the Eaſt Indies, and their ſucceſſors, of one moiety of all the booty or plunder, ſhips, veſſels, goods, merchandizes, treaſure, and other things whatſoever, which in purſuance of the ſaid plan of operations concerted as aforeſaid, have been, or ſhall be taken, or ſeized from the ſaid Nabôb of Bengal, or any of the forces employed by him, or on his behalf, or from any of his ſubjects, allies, or adherents, excepting always out of our ſaid grant, all ſuch ſhips, veſſels, goods, merchandizes, treaſure, and other things whatſoever, which have been forcibly taken or detained by the enemy from any of our ſubjects, or others, trading or reſiding within the limits of the ſaid town and ſettlement, or in any manner under

under our protection, and which have been, or ſhall be retaken in conſequence of the ſaid plan of operations, and of the ſaid expedition; it being agreeable to juſtice and equity, and to our royal purpoſe, that the ſame ſhall be reſtored to the original owners reſpectively, as far as may be, on payment of reaſonable ſalvage; and it is our will and pleaſure, that you do inſert a clauſe in the ſaid Bill, containing an exception to the effect aforeſaid; and you are to inſert in the ſaid bill, all ſuch other clauſes as you ſhall judge neceſſary, for making our ſaid grant moſt firm, valid, and effectual.

To our Attorney or Solicitor General.

To the KING's moſt Excellent Majeſty.

The *Humble Petition* of the United Company of Merchants of England trading to the Eaſt Indies,

Moſt humbly ſheweth,

THAT by ſeveral charters or letters patent, granted by your Majeſty's royal predeceſſors to former Companies trading to the Eaſt Indies, they had power to ſend ſhips of war to their ſettlements in the Eaſt Indies, to raiſe and keep a military force, and to make peace or war with any princes or people, not chriſtians, in any places of their trade; and alſo to right and recompenſe themſelves upon the goods, eſtate, or people of thoſe parts, by whom they ſhould ſuſtain any injury, loſs, or damage, or upon any other people that ſhould any way interrupt, wrong, or injure them in their trade, within the limits of their charter.

That your petitioners, by a charter of the 10th of the late King William the Third, and by your Majeſty's royal charter of the 26th year of your reign, have power to raiſe and maintain ſuch a body of ſtanding forces at their ſeveral ſettlements in the Eaſt Indies, and ſuch a number of ſeamen and ſhips of defence, as ſhall be neceſſary for the ſafeguard and defence of the ſame; and to take and ſurprize all and every perſon and perſons, with their ſhips, armour, and ammunition, and other goods, as ſhall in an hoſtile manner invade or attempt the defeating or deſtruction of your petitioners ſettlements, or your Majeſty's ſubjects, inhabiting therein, and upon juſt cauſe to invade and deſtroy the enemies of the ſame.

That your petitioners have for ſeveral years paſt, at immenſe expence, been obliged to maintain very conſiderable bodies of ſtanding forces, and a number of ſeamen and ſhips of defence, to protect their ſettlements and their allies, againſt the troubles which have for ſeveral years paſt ariſen in

 different

different parts of India, and againſt the French, when your Majeſty has been engaged in a war againſt that crown; and the Nabôb of Bengal, having lately taken your petitioners ſetulement at Fort William, at Calcutta, in Bengal, your petitioners, with the aſſiſtance of your Majeſty's fleet, and ſome of your Majeſty's forces, in conjunction with forces raiſed and paid by your petitioners at very great expence, have retaken the ſaid place with conſiderable booty and plunder, the greateſt part whereof had been the property of your petitioners or their ſervants, or other inhabitants living under their protection, and which had before been taken from them by the Nabôb; one moiety of which plunder and booty is to be diſtributed between the admiral, officers, and ſeamen, in your Majeſty's and your petitioners ſervice, according to certain agreements made between them and your petitioners Governor and Council at Fort Saint George, and the other moiety was reſerved for your Majeſty's diſpoſal, who by your royal letters patent of the 19th of September laſt, in compenſation for the great damage ſuſtained by your petitioners, and of their great expences in fitting out and preparing the expedition for that purpoſe, have been graciouſly pleaſed to grant the ſame to your petitioners for their own uſe, except ſuch veſſels, goods, merchandizes, treaſure, and other things whatſoever, which had been forcibly taken or detained by the enemy, from any of your ſubjects or others, trading or reſiding within the limits of the ſaid town and ſettlement of Calcutta, or in any manner under your Majeſty's protection, and which had been or ſhould be retaken, which it was your Majeſty's royal purpoſe ſhould be reſtored to the original owners thereof, as far as might be, paying a reaſonable ſalvage.

That by reaſon of the national war with France, and their intrigues with the Governments in India, and for the preſervation of your petitioners ſettlements and trade, your petitioners, at much greater expence than their trade will bear, are obliged to keep and maintain a very conſiderable force, both by land and at ſea, to act as occaſion ſhall require, and have acquired, or have a proſpect of acquiring from their enemies, the ſaid Nabôb of Bengal and the French, ſome diſtricts of land, which will be very convenient for carrying on your petitioners trade for their own benefit, and *to the advantage of your Majeſty's revenues, and the common good of this kingdom*; notwithſtanding which, your petitioners are adviſed, that it is doubtful whether ſuch diſtricts of land, and the plunder and booty which may be conquered and taken by your petitioners forces upon any occaſion, either at land or upon the ſea, do not belong unto your Majeſty; and if ſo, your petitioners will not only be at very great expence without any recompence but from your Majeſty's goodneſs, but are alſo deprived of the means to reward ſuch officers and other perſons, as may eminently diſtinguiſh themſelves in your petitioners ſervice.

Your

Your petitioners therefore moſt humbly pray your Majeſty, That towards compenſation of the great damages they have already, and may further ſuſtain, and of the very great expence and charge which your petitioners have been at, and muſt ſtill continue, your Majeſty will be graciouſly pleaſed to grant to your petitioners, for their own uſe, all ſuch plunder and booty, ſhips, veſſels, goods, merchandizes, treaſure, and other things whatſoever, which may be taken by any of your petitioners land or ſea forces from any of your Majeſty's enemies, or from the Indian enemies of your petitioners, with the like exception as is contained in the ſaid letters patent of the 19th of September laſt; *and that your petitioners may hold and enjoy to them and their ſucceſſors, ſubject to your Majeſty's right of ſovereignty in and over the ſame, all ſuch fortreſſes, diſtricts, and territories, within the limits of their trade, as they have acquired, or may hereafter acquire, from any nation, ſtate or people, by treaty, grant, or conqueſt*, with power to reſtore, give up, and diſpoſe of the ſame, as they ſhall from time to time ſee occaſion; ſubject nevertheleſs to your Majeſty's diſpoſition and pleaſure, as to ſuch lands as may be acquired by conqueſt from the ſubjects of any European power.

(L. S.)

Copy of the Attorney and Solicitor Generals Report, on the Petition of the Eaſt India Company. December 24th, 1757.

To the KING's moſt Excellent MAJESTY.

May it pleaſe Your Majeſty,

IN humble obedience to your Majeſty's Commands, ſignified to us by the right honourable Mr. Pitt, one of your Majeſty's Principal Secretaries of State, in his letter of the 3d inſtant, incloſing the annexed petition delivered to Your Majeſty on behalf of the Eaſt India Company, and directing us to take the ſaid petition into our conſideration, and report our opinion to Your Majeſty, how far it may be legal and adviſeable to grant the ſeveral things deſired by the Company in their ſaid petition, and alſo, whether there are any and what objections thereto; and, in caſe we ſhall be of opinion, that ſuch grants are legal and may be adviſeable, and no material objection ſhall appear thereto, further commanding us to prepare the proper draught of a warrant for Your Majeſty's Royal Signature, and to tranſmit the ſame, with our report, to be laid before Your Majeſty for your approbation:

We have taken the ſaid petition into our conſideration, and have been attended by ſome of the principal gentlemen in the direction of the ſaid Company and their agents, with copies of their charters, and extracts from the ſame: and having heard all which they thought proper to alledge in ſupport or explanation of their ſaid petition, we beg leave humbly to repreſent to Your Majeſty,

That the prayer of the petition conſiſts of two parts;

I. That Your Majeſty will be pleaſed to grant to the Eaſt India Company, and their ſucceſſors, all ſuch plunder and booty as may be taken by any of their land or ſea forces from any of Your Majeſty's enemies, or the Indian enemies of the ſaid Company, with the like exception as is contained in Your letters patent of the 19th September laſt.

II. That they may hold and enjoy, ſubject to Your Majeſty's right of ſovereignty, all ſuch fortreſſes, diſtricts, and territories, as they have acquired, or may hereafter acquire, from any nation, ſtate, or people, by treaty, grant, or conqueſt, with power to reſtore, give up, and diſpoſe of the ſame, as they ſhall, from time to time, ſee occaſion; ſubject nevertheleſs to Your Majeſty's diſpoſition and pleaſure, as to ſuch lands as may be acquired by conqueſt from the ſubjects of any European power.

The grounds on which the petition is preferred, are theſe: That the plunder of all goods and perſonal things, taken from the enemies of Your Majeſty, or of the Company, by their forces, not being granted to the Company, they cannot lawfully apply it, either to reward thoſe officers in their ſervice who have deſerved well, or to make compenſation to themſelves for their great loſſes and expences, by applying part of it to their own uſe; and they apprehend it to be extremely doubtful, whether fortreſſes or territories, acquired by treaty, grant, or conqueſt, can be retained or held, or can be reſtored or given up by treaty, or otherwiſe, without reſorting, in every inſtance, to Your Majeſty, for your royal grant or licence.

As to the firſt part of the prayer of their petition, concerning captures of goods and ſhips, we are humbly of opinion, that Your Majeſty's legal prerogative enables you, by letters patent, under the Great Seal, to make ſuch grant, both in preſent and in future; and we think no juſt objection can be made to it, provided it be accompanied with an exception of all recaptures of the goods of private perſons trading under Your Majeſty's protection, agreeably to a clauſe contained in your letters patent of the 19th of Sept. laſt, and likewiſe with ſome other reſtrictions.

The firſt reſtriction we propoſe is, to confine the grant to the caſe of captures made in the Eaſt Indies, within the limits of the former charters; it ſeeming beſt to leave all other captures accidentally made by Eaſt India ſhips,

ſhips, not within the limits of their trade and ſettlements, to the general rules of law, or the temporary proviſions of Parliament.

The ſecond reſtriction propoſed is, to confine the grant to captures *made in a defenſive war, or during a ſtate of hoſtility commenced merely for the protection of their trade and ſettlements.* This is agreeable to the terms and intention of all the charters given to the Company by Your Majeſty, or Your Royal predeceſſors, which empower them to make war in the Eaſt Indies, *only to recompenſe themſelves for loſſes, or to repel invaders.*

The third reſtriction propoſed is, to confine the grant to captures made by the Company's forces, acting alone, and not in conjunction with thoſe commiſſioned by Your Majeſty's authority, which will leave it in Your Majeſty's breaſt, in caſes of joint expeditions, to diſtribute the plunder or prizes made, amongſt the officers, ſoldiers and ſeamen in Your own ſervice, and thoſe employed by the Company, according to their reſpective merits, in *ſuch* manner as may be moſt agreeable to Your Royal wiſdom.

As to the latter part of the prayer of the petition, relative to the holding or retaining fortreſſes, or diſtricts, already acquired, or to be acquired by treaty, grant, or conqueſt, we beg leave to point out ſome diſtinctions upon it.

In reſpect to ſuch places as have been, or ſhall be acquired by treaty, or grant *from the Mogul*, or any of the Indian Princes, or governments, Your Majeſty's letters patent are not neceſſary, the property of the ſoil veſting in the Company by the Indian grants, ſubject only to Your Majeſty's right of ſovereignty over the ſettlements, as Engliſh ſettlements, and over the inhabitants, as Engliſh ſubjects, *who carry with them Your Majeſty's laws, wherever they form colonies, and receive Your Majeſty's protection, by virtue of Your Royal Charters.* In reſpect to ſuch places as have lately been acquired, or ſhall hereafter be acquired by conqueſt, *the property, as well as the dominion, veſts in Your Majeſty, by virtue of Your known prerogative*; and conſequently, the Company can only derive a right to them, through Your Majeſty's grant: But we ſubmit our humble opinion to Your Majeſty, *that it is not warranted by precedent, nor agreeable to ſound policy, nor to the tenor of the charters which have been laid before us, to make ſuch a general grant, not only of paſt, but of future contingent conqueſts, made upon any power, European or Indian, to a trading company. Many objections occur to it, more material to be weighed than explained.* If at any time the Eaſt India Company, in the proſecution of their juſt rights, ſhall chance to conquer a fortreſs or diſtrict, which may be *convenient for carrying on their trade*, and is afterwards either ceded to them by treaty, or proper to be maintained by force, it is time enough to reſort to Your Majeſty for Your Royal grant, whenever the caſe ariſes. At the ſame time, we muſt do juſtice to the honourable intentions of thoſe who preferred this petition

tion to Your Majeſty, in ſaying, That as ſoon as the objections were intimated, they readily acquieſced, and expreſſed themſelves much more anxious, for the ſake of obtaining a clear rule for the direction of their officers in India, to have their doubts explained, as to their powers of reſtoring or ſurrendering places conquered; and to know, whether the Company is enabled, by any of their preſent charters, to yield up conqueſts made on the Indian Princes or Governments by treaty, without Your Majeſty's licence in every inſtance; the procuring of which might be attended with great delay in preſſing exigences. In anſwer to this doubt ſo ſtated, we are humbly of opinion, that the Royal charters, granted to the Company, having repeatedly given them the powers of making peace as well as war with the Indian Princes or Governments, it is incident to the power of making peace, to be enabled to reſtore conqueſts, or things taken in war, otherwiſe they would have the power to make peace, without the means of obtaining it. But to remove all poſſible doubts, we think it will not be improper (if it ſhall be Your Majeſty's pleaſure) to explain their powers of making peace, by a clauſe to be inſerted in the letters patent propoſed, enabling them to make ceſſions of new conqueſts, acquired from any of the Indian Princes or States, during the late troubles between the Eaſt India Company and the Nabôb of Bengal, or which ſhall be acquired in time coming, with an expreſs exception, agreeably to the prayer of their petition, of any ſettlements or territories conquered from the ſubjects of any European power, leaving the ſame open to be diſpoſed of in all caſes, according to Your Royal wiſdom.

This explanation will be agreeable to the plan of former charters, in which we beg leave to obſerve to Your Majeſty, that the general power of making war is further explained and followed by particular deſcriptions of the hoſtilities which the Company may exerciſe againſt their enemies. But the power to make peace is not extended by any ſuch deſcription.

This being our opinion, we have prepared the draught of a warrant accordingly, and have annexed the ſame to our report, in obedience to Your Majeſty's commands.

All which is moſt humbly ſubmitted to Your Majeſty's Royal wiſdom.

Dec. 24, 1757. *Signed,* C. PRATT.
C. YORKE.

Warrant

Warrant for Grant, &c. Propoſed by his Majeſty's Attorney and Solicitor General, in their Report of the 24th *December*, 1757, and approved and ſigned the 26th.

GEORGE *R.*

OUR Will and Pleaſure is, That you forthwith prepare a Bill for Our Royal Signature, to paſs our Great Seal of *Great Britain*, containing Our Grant unto the United Company of Merchants of *England* trading to the *Eaſt Indies*, and their Succeſſors, of all ſuch booty or plunder, ſhips, veſſels, goods, merchandizes, treaſure, and other things whatſoever, which, ſince Our Letters Patent of the 19th day of *September* laſt, have been or ſhall be taken or ſeized from any of the enemies of the ſaid Company, or any of our enemies in the *Eaſt Indies*, by any ſhips or forces of the ſaid Company, employed by them, or on their behalf, within any places or limits of their trade, preſcribed to them by any of the Charters granted by Us, or any of our Royal Predeceſſors; provided always, that the ſaid plunder or booty, as aforeſaid, be taken or ſeized, during wars or hoſtilities, begun and carried on, in order to right and recompenſe the ſaid Company, upon the goods, eſtate, or people of thoſe parts, from whom they ſhall ſuſtain, or ſhall have juſt and well-grounded cauſe to fear any injury, loſs, or damage, or upon any other people, who ſhall interrupt, wrong, or injure them in their ſaid trade, within the limits of their ſaid Charter, or to injure our ſubjects or others trading or reſiding within the ſaid Settlements, or in any manner under our protection, within the ſaid places or limits; and further provided always that the booty or plunder as aforeſaid be taken in wars, hoſtilities, or expeditions, begun, undertaken, carried on, and completed by the forces raiſed and paid by the ſaid Company alone, or by the ſhips employed at their ſole expence; ſaving Our Prerogative Royal, to diſtribute the ſaid plunder or booty in ſuch manner and proportions as We ſhall think fit, in all caſes where any of the forces by land or ſea, of us and Our Succeſſors, ſhall be appointed and commanded to act in conjunction with the ſhips and forces of the ſaid Company; and excepting always out of our ſaid Grant all ſuch ſhhips, veſſels, goods, merchandizes, treaſure and other things whatſoever, which have been or ſhall be forcibly taken or detained by the enemy from any of Our ſubjects, or others trading or reſiding within the places or imits aforeſaid under Our protection, and which have been or ſhall be retaken in conſequence of any wars, hoſtilities, or expeditions as aforeſaid; it being agreeable to juſtice and equity, and to Our Royal purpoſe, that the ſame ſhall be reſtored to the original owners reſpectively, as far as may be, on payment of reaſonable ſalvage. And it is our further will and pleaſure

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